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# The Solicitors' Journal.

LONDON, MARCH 16, 1878.

## Notes for the Ensuing Week.

March 18.—Commission Day.—Chelmsford, Oakham, and Carnarvon Assizes.
" 18.—Sitting *in Banco* at Westminster.
" 19.—Commission Day.—Durham Carmarthen, Exeter, Leicester, and Stafford Assizes.
" 20.— " " —Manchester Assizes.
" 21.— " " —Hereford and Beaumaris Assizes.
" 22.— " " —Lincoln and Brecon Assizes.

## *CURRENT TOPICS.*

CONSIDERABLE MISAPPREHENSION has prevailed with respect to a decision lately pronounced in the Common Pleas Division to the effect that the acceptance of a bill of exchange by signature merely is insufficient. This decision has been supposed to rest upon principles and rules of common law, whereas, on the contrary, at common law, no writing whatever was needed for the acceptance of a bill. The rule by which the court had to guide itself is contained in 19 & 20 Vict. c. 97, s. 6, which enacts that no acceptance "shall be sufficient to bind or charge any person unless the same be in writing on such bill, . . . *and* signed by the acceptor or some person duly authorized by him." The language of this section seems to point to a written acceptance distinct from the signature of the acceptor, and to require both. And this view is confirmed by the history of legislation on this subject and by the construction put upon the earlier statute of 1 & 2 Geo. 4, c. 78, s. 2. That Act provided that the acceptance must "be in writing on such bill," and in *Dufaur v. Oxenden* (1 Moo. & R. 90), it was held that an acceptance was good within this statute though unsigned. In face of the language of 19 & 20 Vict. c. 97, s. 6, and of the fact that, at the time when that statute was passed, a written acceptance on the bill was recognized as a thing distinct from a signature on the bill, it is difficult to see how the court could have come to a different conclusion. The acceptance must be a thing in writing, and that thing must be signed.

It has probably escaped the attention of many who have written on the subject how much weight is tacitly attributed to the *place* of the signature. Bills are almost universally accepted (whether with or without the word "accepted") by a transverse signature, and it is the writing of the name *across* the bill which is looked on as an acceptance. Would the same be said if the name were subscribed or indorsed? Yet the name written in such a mode would equally satisfy the statute; and to judge from the language of 3 & 4 Anne c. 9, s. 5, and the decisions under it, an acceptance was then commonly "underwritten" or "indorsed." The Act which now governs bill of exchange, however, says nothing about the place of the signature; and if it is asserted that a signature by itself is enough, those who assert it must maintain that the signature of the drawee, wherever placed on the bill, will suffice.

If the Legislature had said that no acceptance should bind, unless it were made *by* signing the acceptor's name across the face of the bill, it would have said what would be very reasonable, and would be in accordance with mercantile usage; but it has not as yet said so.

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IT IS GRATIFYING to find that attention to departmental reforms is not being altogether deferred until after the Judicature Acts (Legal Offices) Commissioners shall have made their report. We recently noticed the arrangements made with reference to the salaries of chief clerks and taxing-masters attached to the Chancery Division. Now we learn that the stationery department of the Record and Writ Office has been re-modelled, and, we are glad to say, greatly to the advantage of the writers employed therein, whose earnings were very injuriously affected by the operation of the Judicature Acts and Rules. Under the new arrangement one only of the three stationers will be retained, the other two retiring on compensation allowances. A fixed salary will be paid to the continuing stationer, and his duties will embrace, chiefly, the management of the stationery department, both the writers and their work being placed under his immediate oversight, subject, of course, to the responsible direction and control of the Clerks of Records and Writs. The actual work of copying and examining will be done by the writers, on such a scale of remuneration as will, if there be sufficient work in the office, nearly double their previous earnings. That there will be sufficient work may be inferred from the fact that the business which really constitutes the basis of the writers' earnings seems more likely to increase than to decrease; for the number of affidavits filed in the office reached, in the year 1875-6, 60,859, and in the year 1876-7, 62,735. Assuming, therefore, a continuance of work equal to that of the last two years, there is good reason to believe that the expected improved earnings will be fully realised. Those of our readers who have felt an interest in the case of these writers will see that the utmost possible relief has now been afforded, and the writers themselves will, no doubt, feel very grateful for the exertions made on their behalf, and which have rescued them from the distress they have recently suffered.

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A POINT OF PRACTICE was decided on Saturday last by Mr. Justice Lindley (see *Hancocks v. Lablache*, in this week's issue of the WEEKLY REPORTER), and as the decision seems to have given rise to some misconception, it may be worth while to call attention to it. The decision was simply this:—In suing a married woman for the purpose of obtaining payment out of her separate estate of a debt incurred by her so as to bind such estate, her husband must be joined with her as a co-defendant. The recent case of *Davies v. Jenkins* (26 W. R. 260, L. R. 6 Ch. D. 728), shows that, in an action so framed, it is not necessary to bring any trustees before the court, so that, as the practice now stands, and, we may add as it was generally believed to stand before the recent decision, the only defendants necessary are the wife and her husband, and, of course, if necessary, actual service on the husband may be dispensed with. It seems to be taken for granted by many people that this is a cumbrous proceeding, and that it is evident on the face of it that an alteration ought to be made dispensing with the joinder of the husband. We are not so clear on this point. The common law gave all the wife's property to the husband, and the separate estate is a defeasance of his title; it may well, therefore, be considered just that he should be a party to any proceedings which may have for their result a finding that he has no right to certain sums or property. Be this, however, as it may, and assuming that the existing procedure is unjustifiably cumbrous, and may give rise to delay, this is the only charge that can be brought against it. There is, of course, no question involved of the absolute immunity from all responsibility of a married woman with a statutory separate estate; and we trust that the defendant in the recent case is not relying on newspaper correspondents for her opinion as to the issue of the case.

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THE ACCOUNTANT-GENERAL of the Court of Chancery was always held in horror by solicitors because of the

difficulties they considered he put in the way of their carrying out the orders of the court. Since the chancery funds have been under the control of the Paymaster-General there has not been any change in the feeling of the profession, and it can be no matter for surprise that persons outside the profession should look upon some of the requirements of the Paymaster-General as utterly unreasonable. Nevertheless, it must be remembered that the Paymaster-General is himself bound by rules, which, with the fear of the Audit Office before his eyes, he cannot suffer to be relaxed. A correspondent of the *Times* complains that, being the executor of a clergyman, part of the income of whose living was derived from funds in court, "a half year's dividend [of £5] is due at the time of the death of the incumbent. I produce the probate, and am properly identified. The Paymaster will not pay me; I must apply for an order," which will cost more than the £5. The fact is that the Paymaster is not permitted by the Chancery Funds Rules to pay a sum not being dividends unless such sum is mentioned in an order or in a chief clerk's certificate. The sum the executor was entitled to in the case referred to, was, of course, the apportioned amount of the dividend from the date of the last dividend up to the death of the late incumbent. Had there been in court a dividend to the whole of which the executor was entitled, the Paymaster would have paid this to him under the 53rd of the Chancery Funds Rules, 1874; but this rule does not apply, and was not intended to apply, to the apportioned part of a dividend. That must be the subject of an order. Where the amount of the apportioned dividend is small the best course is for the executor to join the new incumbent in his application for payment of the future dividends. But the new incumbent may defer his application for an indefinite time, and so injustice may be done to widows and orphans, and it would seem to be desirable to frame a rule that "dividends as they accrue during the life" or continuance in office of the person to whom they are directed to be paid shall be considered to include the apportioned part up to the determination of the enjoyment; and that, on proof of death, and on production of probate, and an affidavit of apportionment, the proper amount should be paid out to the executor.

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A QUESTION of considerable importance upon the construction of the Agricultural Holdings Act has recently arisen. The 51st section of the Act provides that "where a half year's notice, expiring with a year of tenancy, is by law necessary and sufficient for the determination of a tenancy from year to year, a year's notice so expiring shall, by virtue of this Act, be necessary and sufficient for the same." Our readers may, perhaps, remember that in the Bill, as originally introduced, the clause was drafted with so much inaccuracy as to render it doubtful whether it would be operative. We called attention to this (19 SOLICITORS' JOURNAL, 369, 470), and the Duke of Richmond quietly altered the clause in committee in accordance with our suggestions. But a term remained which, when read in the light of the rest of the Act, did not appear to us ambiguous, but which has recently given rise to questions. What does "by law" mean? Does it mean "by implication of law" so that the section applies only to those very numerous agricultural tenancies in which there is no express stipulation as to notice, and the contract of tenancy is, by virtue of the common law rule, determinable by a half year's notice, expiring at that period of the year at which the tenancy commenced? Or does it mean "by law giving effect to the agreement of parties," so as to include the cases in which the contract of tenancy expressly stipulates for half a year's notice? In a case of *Hewitt* v. *Harris*, decided a few weeks ago, we are informed that Mr. Baron Pollock, after taking time to consider, ruled that the Act applied to a case where a written contract of tenancy from year to year stipulated for a half year's notice on either side With all submission, we think it clear that this ruling is wrong. In the first place, looking at the section alone, this construction gives no effect to the words "by law"; for if all cases where a half-year's notice is necessary and sufficient were intended to be included, this would have been exactly expressed by omitting the words. Some meaning must be given to the words, and the only reasonable meaning appears to us to be "by implication of law," as opposed to the agreement of parties. And if we look at the rest of the Act we find that this meaning is in accordance with the whole scheme, which is subject throughout to any special agreement made by the parties. The general provision of section 54, which enacts that nothing in the Act shall prevent a landlord and tenant from entering into and carrying into effect any such agreement as they think fit, *or shall interfere with the operation thereof*, appears to us to be decisive against the ruling ascribed to Mr. Baron Pollock, at all events as regards tenancies created since the commencement of the Act. And even as regards contracts of tenancy current at the commencement of the Act, section 57 seems merely to provides that *where the Act is applicable*—*i.e.*, where no special agreement has been made which is to be "carried into effect" under section 54—the Act shall apply to the contract.

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WE REGRET to announce that the profession is threatened with extinction. There is a gentleman somewhere who has had his eye for several years on solicitors and law societies, and he has now printed the results of his observations and conclusions in a pamphlet of twenty-four pages. The former may be summed up in his own language (and type) as follows:—

"Englishmen are apt to speak pityingly of other nations as being priest-ridden, or ruled by despots, whose subjects are little better than slaves; but seldom consider their own condition. No country is so overridden by priestcraft (or any class) as ours is by the legal profession, nor the people of any civilized country so **despotically used** as we are **by its overbearing intolerance.**"

And the conclusion he reaches is that all Members of Society should "form a society to counteract all law societies, as a Public Defence League," for the following (among other) objects—viz.:—

"To publish a special periodical, exposing the quirks, quibbles, and intolerance of solicitors."

"To repeal all orders and rules of the courts of justice, and none such to be observed unless submitted to, discussed, investigated, and passed by both Houses of Parliament."

"To advocate and obtain the establishment of a Court of Commercial Arbitration, for decision of disputed matters relating to commerce only, by a tribunal of commercial men. The subscription to be five shillings per annum."

The liberator of Society, we grieve to say, omits to append his name to his pamphlet, and his printers display a similar reticence.

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WE ARE HAPPY to announce further donations to charitable objects by the recipients of the Serjeant's-inn money. Mr. Baron Pollock has presented to Charing Cross Hospital £100, part of his share of the proceeds. And, as our readers will see stated elsewhere, Sir S. Martin has generously remembered the Solicitors' Benevolent Association. But, it may be asked, why all the donations have hitherto been confined to members, present or past, of the judicial bench? There are sixteen learned wearers of the coif who are not on the bench. The explanation probably is that these learned gentlemen are only kept back from an immediate display of generosity by a becoming desire to yield priority to their judicial brethren.

## RIGHT TO LATERAL SUPPORT FOR A BUILDING.

### I.

The case of *Angus* v. *Dalton*, decided by the Queen's Bench Division in December last (L. R. 3 Q. B. D. 85), demands notice as unsettling the established and important rule of law that twenty years' open enjoyment of lateral support in land for a building is sufficient reason for presuming a grant of the right; and as thereby tending, with so much force as belongs to a single decision, to disturb the foundation of English jurisprudence—the obligation on each court to follow every precedent of a court of equal or superior authority, unless it is inconsistent with some binding authority.

The action was brought to recover damages for the destruction of the plaintiffs' factory, caused by digging in adjoining land of the defendants. The verdict was found for the plaintiffs, subject to the opinion of the court on some questions of law, of which the only one seriously discussed was whether the fact that the building was sound at the time of the digging, and had been so constructed twenty-seven years previously, was sufficient to support the plaintiffs' claim of right. A majority of the court (Cockburn, C.J., and Mellor, J.), gave judgment for the defendants, on grounds which were thus epitomised by the Lord Chief Justice at the close of an elaborate judgment which fills twenty-nine pages of the report:—"For the foregoing reasons I am of opinion that any presumption arising from length of enjoyment as respects the easement of lateral support to houses and other buildings, both at common law and since the Act of 2 & 3 Will. 4, c. 71, is open to be rebutted, and that if the fact that no grant was ever made is established, or from the circumstances none can be implied, the presumption fails. It is beyond all question in this case that no grant was ever made or assent ever given. It is equally certain that there are no circumstances from which any grant or agreement to make a grant or assent in any form can be implied. I am, therefore, of opinion that judgment must be given for the defendants."

The *ignoratio elenchi* which, as we think, vitiates the judgment, is in these few words frankly displayed. Either the first member of the sentence is untrue or the second has no purpose. If it is absolutely known that no grant was ever made, we do not need to be told that there is nothing from which a grant can be inferred. The first member of the sentence is plainly untrue, for without question a grant could have been made, and there was no attempt to prove that none had been made. The second member of the sentence must have been intended to express the conclusion which is the burden of the entire judgment—that a grant ought not to be presumed unless it is believed that a grant was actually made or agreed to be made. Moreover, *rebuttal* of a claim by implied grant can only be by special circumstances, and none were alleged.

Lush, J., who differed from the rest of the court, regarded the easement of support as analogous to that of light, differing only as being less onerous to the servient tenement, which can be built upon and used in any manner up to the boundary, so long as necessary support for the dominant building is left or substituted by underpinning or other contrivance; while land which is subject to an easement of light cannot be built upon at all. "All the authorities agree that a building which has the status of an ancient building is protected from invasion of its easements of light and support. Down to the time of James I. it was the practice to prescribe for such easements as having existed from the time of legal memory, (see *Bland* v. *Moseley*, cited in *Aldred's case*, 9 Rep. 58a), and it was expressly held in *Bowry* v. *Pope* (Leon. 168), that a party could not maintain an action for a nuisance in stopping the lights of his house unless he had gained a right in his lights by prescription. Theoretically an ancient house at this period was a house which had existed from the time of Richard I. Practically it was a house which had been erected before the time of legal memory, and the origin of which could not be proved. But it afterwards came to be settled law that an uninterrupted possession of light, water, or any other easement for twenty years afforded a ground for presuming a right by grant, covenant, or otherwise, according to the nature of the easement; and if there was nothing to rebut the presumption, a jury might and should be directed to act upon it. The statute 21 Jac. 1, c. 16, which limited the time for making an entry on lands to twenty years, seems to have suggested the necessity of a corresponding period for the acquisition of these easements."

"If my possession of the house cannot be disturbed," said Wilmot, J., "shall I be disturbed in my lights? It would be absurd" (2 Saund. 175a; Williams, Saund. 504; *Dougal* v. *Wilson*).

There is, however, a distinction between the easements of light and of support which Mr. Justice Lush does not notice—namely, that the enjoyment of light is far more easily interrupted or prevented than the enjoyment of support; and the hardship of allowing a right to be established merely by length of enjoyment is, from that point of view, greater in the latter than in the former case. Against this is to be set the far less onerous nature of the burden on the servient tenement, as pointed out by Lush, J. But these are considerations into which it is now too late to enter. They are obvious, and must have been taken into account in the cases which first settled that a right to continuance of support may be gained by enjoyment; and were, doubtless, set aside as being of less moment than that of quieting possession—the motive common to all rules under which rights have been gained by enjoyment or lost by dispossession, however much they may differ in their origin or in the reasons judicially given for them; reasons which are often purely figurative or fictitious, being designed to cover innovation with the garb of precedent. Bracton, who seldom felt the need of justifying his propositions, does not, in treating of the acquisition of title to things corporeal by possession, adopt the Roman fiction—"videtur alienare qui patitur usucapi," but states the rule as containing its own justification—"rerum corporalium dominia transferentur sine titulo aut traditione per usucaptionem scilicet per longam continuam et pacificam possessionem ex diuturno tempore." Nor does he feel called upon to invent a reason for the gaining of incorporeal rights by prescription: "Servitutes acquirentur ex longo usu sine constitutione ex scioentiâ negligentiâ et patientiâ dominorum," the duration of the enjoyment necessary to establish the right being, unlike that required to create a title to corporalia, which was in the discretion of the judge, fixed as that "qui excedit memoriam hominis" (Bract. 51, 221, 230).

There is a perfect analogy between rules of limitation for barring, and rules of prescription for acquiring rights. A right to the possession of land is generally lost if it is not exercised during a fixed period of years; and the destruction of the rightful owner's title involves, perhaps it is not too much to say, invariably, the acquisition of a corresponding or equivalent title by another, who will usually be the person in possession at the commencement of the period of limitation, and not, as is frequently said, the one in possession when the original title became extinct. In like manner the acquisition of an easement by enjoyment involves to the owner of the tenement which so becomes subject to the servitude the loss of an equivalent portion of his rights of ownership; acquisition and loss being in each case correlative. At the common law the period of limitation or of prescription was probably in each case the period beyond which the testimony then available in the case did not reach. Afterwards occasional statutes of limitation established each in succession some epoch at which investigation should stop, and later, reference to a fixed epoch was superseded as to real actions by the 31 Hen. 8, c. 2,

and as to possessory actions, by the 21 Jac. 1, c. 16, each appointing a certain term of years from the commencement of the right of action within which it must be prosecuted. When the courts acted by analogy to the statutory rule of prescription or limitation for the time being applicable to real or possessory actions, and directed juries to presume, from enjoyment during the period of legal memory, prescription, or limitation, that a right to continue in the enjoyment for ever had been granted by some person entitled to grant it, it was not because they had any faith in the presumption, but because they thought it right that long-continued enjoyment should not be disturbed. "The statute of limitation (of actions on contracts) is not a statute to protect parties against loss of evidence, but to quiet claims" (per Best, C.J, *Seales* v. *Jacob*, 3 Bing. 653). And the courts will go so far in the way of pacification as to presume, not only an improbable grant, but also an improbable grantee, as in *Ivimey* v. *Stocker* (L. R. 1 Ch. 295), where, upon evidence that an artificial watercourse had from before the commencement of living memory to the year 1856 (when the right of bounding as to the mines in question was suspended) been used by tin bounders, who, having by custom individual chattel interests, limited as to each bounder to the term of his working the bound, were incapable of acquiring a perpetual easement for the mine, the court—apparently impressed by the naive argument on behalf of the plaintiff that "surely if an easement has been uninterruptedly enjoyed for centuries there must be a right to it somewhere"—presumed that the easement had been granted to the owner of the mine, who had never used it, for the benefit of the bounders, who were his customary enemies. So a grant of licence to commit an unknown nuisance, by using a substance unknown at the time of the grant, may be presumed in favour of convenience and expediency, as where a right to discharge the refuse of rags from an ancient paper-mill into a stream was extended by presumption to a right to discharge the refuse of esparto, a material unknown in the manufactories ten years before the suit: (*Baxendale* v. *McMurray*, L. R. 2 Ch. App. 790). With this view no allowance was made for possible disability of the owner unless disability at the commencement of the period was proved, and the owner was as surely dispossessed or bound by the adverse enjoyment when he knew nothing about it, or was practically unable to resist it, as when he contentedly sat by and assented. The question whether it would be a less evil to protect the usurper and his successors than to restore the original owner was decided in favour of the usurper. So as regards the acquisition of easements, the question is simply as to the choice of evils, and it has been decided that the evil of allowing a house that has stood for twenty years to be destroyed is greater than that of preventing an owner, after twenty years of inaction, from excavating or building so recklessly as to bring down his neighbour's house, when ordinary precautions would enable him to avoid the mischief while making the fullest use of his own land. It was apparently for the purpose of bringing out more clearly the truth that the burden of the servitude of support is rather nominal than substantial that pleaders have always superfluously alleged want of due care and skill in making the excavation, implying that, however absolute the plaintiff's right is, it is consistent with the use by the defendant of his own land for any purpose, provided he uses due care to protect the privileged building. But that the care used must be effectual, in other words, that the right of the servient owner to remove any existing prop is only on condition of first providing another efficient one, is well settled; and in this view it seems to us that the rule should go further and confer the easement on the building owner at the commencement of his enjoyment, founding it on priority of action and not on acquiescence, which, since there is no efficient power of resistance, is really unimportant. Thus, if an owner wishing to build up to his boundary finds that the land on the other side has been excavated, he must lay his foundations in his own land accordingly; but if he first builds on a foundation sufficient at the time, he should be entitled to the continuance of that state of things. We are unable, therefore, to see the force of the objection thus put by the Lord Chief Justice:—

"Possibly, as in the present instance, he may have built to the extremity of his own land, and may require the support of his soil to uphold his own house. Is he to endanger and perhaps destroy his own house by excavating under it for the purpose of preventing his neighbour from acquiring the right of support? The question as it seems to me answers itself. To say that by reason of an adjoining house being built on the extremity of the owner's soil a right of support is to be acquired in the absence of any grant or assent, express or implied, against the adjacent owner, who may be altogether ignorant whether the house or other building is supported by his soil or not, and who, whether he knows it or not, has no means of resisting the acquisition of an easement against himself, appears to me to be repugnant to reason and common sense as well as to the first principle of justice and right."

This is to apply general rules without regard to the purpose for which they are established, which is general convenience. Doubtless, prescription is theoretically founded on acquiescence, which implies the power of resistance; but the practical reason for protecting the easement is the resulting balance of general convenience, and however touching may be the picture of the servient owner, embarrassed by his own bricks and mortar, helplessly watching through twenty long years the gestation of an easement which he cannot make abortive, we submit that, first principles of justice notwithstanding, great mischief would ensue if the easement were not protected, and that it is better to protect it, even at the cost of asking a jury to say that there was a grant which no one believes to have been made.

It was held in *Renshaw* v. *Bean* (18 Q. B. 112) and *Hutchinson* v. *Copestake* (8 C. B. N. S. 102, 863), and contended in *Tapling* v. *Jones* (11 H. L. C. 290) that an ancient light could not be enlarged without loss of the original right, because, if that were allowed, the easement might, in the course of time, be extended to the limits of the dominant owner's frontage without power of resistance by the servient owner. But the House of Lords would not listen to the argument, and overruled the decision.

It is another thing when the right claimed is so unreasonable that it is improbable that any such grant would be made—not under the circumstances of the particular case (with which prescriptions of this kind have nothing to do), but—under any circumstances whatever, as in the case of the claim to access of wind to a windmill which, if the right claimed were commensurate with the enjoyment, would involve the presumption of a covenant by every neighbour on every side of the mill that he would never build so as seriously to becalm the sails in any wind (*Webb* v. *Bird*, 10 C. B. 268).

We must defer to next week our reference to the authorities, which do not suggest even a doubt against the prescriptive or presumptive right to lateral support.

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The Right Hon. Sir Samuel Martin has presented to the Solicitors' Benevolent Association a donation of £55.

Mr. Osborne Morgan, Q.C., M.P., has given notice of his intention on Friday, March 29, in the House of Commons, "To call attention to the question of land registration and to the working of the Acts of Parliament regulating the same; and to move for a select committee to inquire and report whether any and what steps ought to be taken to simplify and secure the title to land and to facilitate the transfer thereof."

## Reviews.

### ELECTIONS.

THE LAW RELATING TO PARLIAMENTARY AND MUNICIPAL ELECTIONS AND PETITIONS, &c. By JOHN CUNNINGHAM, Esq., Barrister-at-Law. Henry Sweet.

The law of Parliamentary elections has been the subject of several treatises, but Mr. Cunningham has given some novelty to his book by adding the law of municipal elections and petitions. He adopts the convenient plan of stating at the end of each chapter or subject the points wherein the latter law differs from the former, and thus saves much repetition, and brings into prominence the distinctions between the two systems. The matter of the book is copious and well-arranged, and, in general, has been carefully compiled, but we miss some cases we should have expected to find. Thus, under "Grounds of Incapacity for Election," "Contracts with Government," we do not find any reference to the important case of *Royse* v. *Birley* (17 W. R. 827, L. R. 4 C. P. 296), which decided that the Act of Geo. 3 does not apply where the contract has been completely executed before the election, although payment under it has not been made; and also that the Act does not apply to cases where the person furnishing goods does not know, and has no means of knowing, that he is dealing with the Government. This subject is somewhat baldly treated by Mr. Cunningham; we should have been glad of rather more than four lines, for instance, on section 6 of the above-mentioned statute, containing the exception relating to contracts with incorporated companies, where the contract is for the benefit of the company and not of any individual member. The question has arisen whether a Government contractor who turns his business into a limited company in which he holds the greater number of shares would be protected by this section? Again, as to payments for travelling expenses, there is no reference to the *Stroud case* (2 O'M. & H. 185).

We must not, however, be supposed to undervalue the general care and accuracy displayed in the work. It will, we believe, be found a compact and useful manual of the law.

An appendix contains the statutes, rules, and forms, and there is a copious index.

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On Tuesday, in the House of Commons, Mr. Burt asked the Secretary of State for the Home Department the result of his investigation of the question of frauds by fiduciary agents, the practice of solicitors receiving a part of the commission from stockbrokers, auctioneers, life assurance offices, &c., on business introduced by them; and whether a Bill has been drafted by the law advisers of the Crown to punish briber and bribed in these and similar cases; and, if so, when the Bill will be brought forward in the House. Mr. Cross said, I have consulted my hon. and learned friend the Attorney-General on this matter. He is of opinion that the question of fraud by agents deserves consideration, and I have come to the determination to introduce a Bill on the subject.

On Tuesday, in the House of Commons, Sir E. Wilmot asked the Secretary of State for the Home Department whether it is the intention of her Majesty's Government to appoint directors of criminal investigations in other districts of England and Wales in addition to the appointment already made for the metropolis, or whether the Government has in contemplation any other measure for the improved administration of criminal justice. Mr. Cross said, I hope it may be possible that certain officers of this kind may be appointed throughout the country. I propose to reintroduce the Bill of last session for the consolidation of the law with regard to coroners. I intend also to introduce a Bill relating to directors of criminal investigations, and to move that both Bills be referred to a select committee.

## General Correspondence.

### "DEFAULTING LAWYERS."

[*To the Editor of the Solicitors' Journal.*]

Sir,—You ask (page 365) how I arrived at the certain fact that seven per cent. of the London solicitors under letter D in present *Law List* have, some once, some twice, figured discreditably in the *Gazette*? In connection with a large business, I have for many years past subscribed to the two leading trade protection societies, besides oftentimes availing myself of other kindred sources of information. To one such channel I sent, with a proper fee, the 155 names copied out by myself, and as the result not only are the defaulting D's before me, but dates of *Gazettes*, assignees, and other instructive particulars also. The historical firm of Dodson & Fogg may have given the letter D an "unfortunate" pre-eminence, but *ex uno disce omnes* conveys my own idea, and I think, therefore, that for the credit and interest of the profession the whole matter should, especially with the opportunity of a new Bankruptcy Bill before the House, be promptly taken in hand. Allowing irregular bankrupts to appear side by side in the *Law List* (which I notice Mr. Munton, differing with Sir Hardinge, calls the "official" print) with firms of well-known high standing, appears to me almost tantamount to giving them letters of marque to prey at will all round. When occasionally one is caught the passing remark is "every flock has a black sheep now and then in it," leaving the balance of the seven per cent. to pursue the uneven tenor of their way much as before.

20, Eastcheap, E.C., March 12. HENRY W. PEEK.

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[*To the Editor of the Solicitors' Journal.*]

Sir,—The continued interest taken by you in this matter encourages me to offer another instalment of materials for consideration. The statistics are not so perfect as I could wish, but you will readily understand the difficulty which a busy man experiences in devoting the requisite attention to such figures. I am not sure whether in some respects it might not be wiser to ignore certain ugly facts; but, on the whole, I think the time has come to look the business straight in the face.

Since I last wrote I have counted up the exact numbers which I described as 800. I find that the actual advertised failures have been 371 and 459 to the end of 1876 only (my volume of the *Gazette* for 1877 has not yet been completely entered up), so that we shall be approaching 850 or more to the present moment.

To answer your specific question whether these failures occurred in regular yearly succession or at exceptional periods, I have had the figures taken out, and although I have not been able to check this particular calculation myself, I have no doubt of its substantial accuracy:—1862 (83), 1863 (60), 1864 (61), 1865 (59), 1866 (65), 1867 (101), 1868 (93), 1869 (94), 1870 (16), 1871 (29), 1872 (21), 1873 (25), 1874 (31), 1875 (34), 1876 (38).

The foregoing figures are a real study to the initiated. Under the the 1861 "*deed*" and "*own petition*" process, the numbers were alarming. When the 1869 Act was passed they fell, and there was fluctuation, but after 1873 they began steadily to increase. The "Liquidation" scheme, in fact, got into working order, and I am not at all astonished that certain members of the House want to see this evil dealt with in the present Bill.

As to my own memoranda, you are aware that the 1861 Act came into operation near the end of the year. I did not make anything like a regular note for the first two or three years, but I have a *Law List* for 1865 before me showing notes up to 1869. By this time the figures had become sufficiently remarkable to induce me to have them recopied into a new *List* for the last-mentioned year, and I then took the opportunity of getting the back entries made from the *Gazettes* for 1862, 1863, and 1864.

All the subsequent notes have been entered in such 1869 *List* (with names interlined, where necessary, as before stated), and I must be understood to be speaking from that year's print when the context does not show it to be otherwise.

Of course, as you remark, many of the defaulters since 1862 have either died or ceased to practise; but a large proportion have only conveniently ceased to take out their annual certificates in due time. It is a curious fact that when I run across an adversary of a doubtful and migratory character I have only to turn to my selected 800 for his earlier description.

As to the number of defaulting solicitors whose names are actually printed in the 1877 *List*, I believe the figures are very considerably less than my totals. It would be a work of great labour to go through all the volumes since 1862 to check the printed names, but I attach quite as much importance to names in manuscript, indeed, I venture to suggest that the failure of a practising solicitor who has omitted to pay his certificate duty before 1st January is quite as bad, if not worse, than for one who has. Every practical man knows that the number of the former class is unhappily much on the increase, and I hope the authorities will sooner or later devise some more stringent rules to meet that particular anomaly.

City, March 13. FRANCIS K. MUNTON.

## *BILLS OF COSTS.*

[*To the Editor of the Solicitors' Journal.*]

Sir,—The sixth edition of a work entitled "Guide to the Preparation of Bills of Costs," published by Messrs. Waterlow & Sons (Limited), having been reviewed in your issue of the 2nd of March, 1878, I beg to inform you that my clients, Messrs. Summerhays & Toogood, the compilers of a work entitled "Precedents of Bills of Costs," published by Messrs. Stevens & Sons, recently commenced an action against Messrs. Waterlow & Sons (Limited), alleging that a very large portion of the defendant's book had been pirated from their work, and that on the 8th inst. a motion was made to the Master of the Rolls, on behalf of the plaintiffs, for an injunction restraining the sale of the defendant's book, when their counsel submitted to an order for a perpetual injunction, for destruction of the pirated parts of the defendants' work, and for payment of damages and costs.

In the interests of my clients I beg to request the favour of your inserting this letter in an early issue of your journal.

A. C. BEATTIE,
Solicitor to the Plaintiffs.

9, Bush-lane, Cannon-street, London, E.C.
March 14.

## *THE LORD MAYOR'S COURT PROHIBITION.*

[*To the Editor of the Solicitors' Journal.*]

Sir,—Upon an application last week to set aside a prohibition granted *ex parte* by Mr. Justice Field, in setting it aside he announced his intention not to grant any more prohibitions *ex parte*, and he expressed himself to be very dissatisfied with the practice now common of applying for a prohibition upon disclosing only a portion of the facts, in order to gain time for defendants.

1, Gresham Buildings, E.C., Mar. 14. EDWARD LEE.

At the last meeting of the Edinburgh University Endowment Association, says the *Scottish Journal of Jurisprudence*, it was resolved, on the motion of Mr. D. Crawford, advocate, seconded by Mr. D. Smith, W.S.—"That a sum of £300 of annual funds be appropriated to the support of a competitive Scholarship in the Faculty of Law of £100 a year, subject to the conditions usually attached to scholarships by the association."

# Cases of the Week.

LUNATIC—MAINTENANCE—FUND IN COURT—JURISDICTION.—In a case of *In re Marman's Trusts*, heard by the Court of Appeal on the 8th inst., an application was made by guardians of the poor for the payment to them out of a fund in court, standing to the credit of a person of unsound mind, of the sums which they had expended for his maintenance in the Sussex County Lunatic Asylum during sixteen years past. The fund was transferred into court in the year 1855, and on the application of the guardians an order was made by Lord Hatherley (then Vice-Chancellor) for the payment of what had been expended for the past maintenance of the lunatic in an asylum at Bethnal-green, where he then was, and in 1856 a further order was made that the lunatic should continue in the Bethnal-green Asylum until further order, and, the guardians consenting thereto, and agreeing to maintain the lunatic in that asylum at the annual charge of £31, it was ordered that that sum should be allowed out of the fund yearly for his future maintenance during his life, or until further order. For two years this order was acted upon, the guardians applying for and receiving the allowance, but after that the existence of the order was apparently overlooked, and no further payments were claimed by or made to the guardians. In the year 1859 the lunatic (with others) was, in pursuance of an order of the justices, removed to the county asylum, where he remained until his death in 1875, being maintained there at the cost of the guardians. The removal took place without any application to the court for its sanction. After the lunatic's death his administrator petitioned for payment of the fund to him, serving the guardians with notice. They then claimed to be paid the expense of the lunatic's past maintenance in the county asylum, and in support of their claim relied on the order of 1856. The Court of Appeal (James, Cotton, and Thesiger, L.JJ.), however (affirming the decision of Bacon, V.C.), refused the application. They said that the order of 1856 was conditional upon the lunatic being maintained in the Bethnal-green Asylum, and, by his removal to the county asylum, it had been practically abandoned, and could no longer be treated as subsisting. There was, therefore, no charge upon the fund in court, and a charge could not be created after the lunatic's death. The guardians had nothing more than a claim against the administrator for a debt due by the lunatic, and the court had no jurisdiction to interfere with the administrator's legal right to receive the fund. It was accordingly ordered to be paid out to him.

COMPOSITION—DEFAULT IN PAYMENT—BANKRUPTCY OF DEBTOR—PROOF FOR ORIGINAL DEBT—SURETY—NOTICE OF ACT OF BANKRUPTCY "AVAILABLE FOR ADJUDICATION"—BANKRUPTCY ACT, 1869, ss. 11, 31, 94, 95.—In a case of *Ex parte Gilbey*, decided by the Court of Appeal on the 7th inst., a question of some importance was raised with regard to the rights of creditors who have accepted a composition from their debtor, payable in instalments, some of which are guaranteed by a surety, where, after some of the instalments have been paid, the debtor commits default and is adjudicated a bankrupt. On the 19th of October, 1874, a debtor filed a liquidation petition. The creditors resolved to accept a composition of 7s. 6d. in the pound, payable in three instalments of 4s., 2s., and 1s. 6d., respectively three, six and nine months after the registration of the resolutions, the last instalment to be guaranteed by a surety. The resolutions were registered on the 26th of January, 1875. The surety executed the guarantee of the last instalment on the 21st of December, 1874. The debtor paid the first instalment when it became due, but he failed to pay the second and third, and the surety had to pay the third, which became due in October, 1875. Meanwhile, the debtor had, on the 14th of October, 1875, been adjudicated a bankrupt, upon a petition, presented on the 1st of October, 1875, by a creditor who was not bound by the composition, because his name had not been inserted in the debtor's statement of affairs, the act of bankruptcy being the non-compliance with a debtor's summons. The surety tendered a proof in the bankruptcy for the amount which he had paid in respect of the third instalment of the composition. The trustee re-

jected the proof, on the ground that, at the time when the debtor contracted the liability to indemnify the surety, the latter had notice of an act of bankruptcy, "available for adjudication," committed by the debtor, within the meaning of section 31 of the Act—viz., the filing of the liquidation petition. The Court of Appeal, however, held (*Ex parte Crosbie*, 26 W. R. 119, L. R. 7 Ch. Div. 123, *ante*, p. 70), that the words "available for adjudication," in section 31, mean available for the making of the actual adjudication under which the proof is tendered, and that, consequently, notice of an act of bankruptcy committed more than six months before the presentation of the petition on which the adjudication had been made was no bar to the proof. Otherwise a creditor who had, at the time of the contracting of his debt, notice of an act of bankruptcy committed by his debtor could never prove in the bankruptcy of his debtor at whatever distance of time it might take place. The surety's proof was accordingly admitted. The surety then applied to the Court of Bankruptcy for an order directing the trustee not to admit a proof tendered by one of the creditors, who had received the first and third instalments of the composition, for the full amount of his original debt, less the amount of the two instalments which he had received, but only to admit the proof for such smaller amount and upon such terms as should be just. The contention on the part of the surety was that those creditors who had received the first and third instalments of the composition were only entitled to prove in the bankruptcy for the amount of the unpaid second instalment. It was said that, upon the failure of the debtor to pay the second instalment, the right of a creditor to enforce payment of the full amount of his original debt did not revive absolutely, but only at the option of the creditor. The creditor had an election to sue for his original debt, or to adhere to the composition arrangement, and, if he elected to take any part of the composition, he must adhere to the arrangement entirely. If he retained the first and third instalments, he could only sue the debtor for the second instalment, and, therefore, could only prove in his bankruptcy for the amount of that instalment. The surety had only entered into a contract to pay the third instalment on the footing of the composition arrangement being carried out *in toto*. Moreover, it was said that the title of the trustee in bankruptcy, under section 11 of the Act, related back beyond the time when the first instalment of the composition was paid, and that, therefore, the creditors who had received that instalment were bound to refund it to the trustee. They were not protected by sections 94 and 95 of the Act, since they had, when they received the first instalment, notice of the act of bankruptcy committed in the filing of the liquidation petition. The *ratio decidendi* of the decision in *Ex parte Crosbie*, it was said, did not apply to sections 94 and 95, because there was the limit of twelve months by the relation back of the trustee's title, and there was no reason for construing the words "available for adjudication" in those sections in any other than their natural sense. The Court of Appeal (James, Brett, and Thesiger, L.JJ.), however, held that the words "available for adjudication" in sections 94 and 95 must be construed in exactly the same way as those words were construed in section 31, and must be taken to mean available for the making of the adjudication actually made. And, upon the other point, they held that the creditors were entitled to prove for the balance of their original debts, after deducting what they had received in respect of the first and third instalments of the composition. The law was well settled that a mere agreement to accept a composition did not amount to an accord and satisfaction, unless it was followed by payment of the composition, and that, if the debtor failed to pay any one instalment of the composition at the appointed time, the creditor's right to sue for his original debt revived, subject to this, that he must give credit for what he had actually received under the composition, whether from the debtor or from a surety. The surety must be taken to have contracted with a knowledge of this settled law, and it could not be said that his contract had been in any way altered by what had taken place. So long as the creditors gave credit for what they had received from the surety he had no right to complain; the consideration for his contract was not affected. If, indeed, the question could be raised at all, it should be raised in the form of an application by the surety to recover back from the creditors who sought to prove the amount which he had paid to them; he could not be entitled to prevent them from proving in the bankruptcy. And, if they were entitled to prove, it was competent to them to say, We have received payments on account of our debts for which we are willing to give credit; so that the application was in effect an application to prevent them from doing that. The surety could not, therefore, have a right to receive back what he had paid, and, *a fortiori*, he had no right to prevent the creditors from proving.

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COMPANY—VOLUNTARY WINDING-UP—DISSOLUTION OF COMPANY—SUBSEQUENT JURISDICTION OF COURT TO MAKE WINDING-UP ORDER—COMPANIES ACT, 1862, SECTIONS 132, 142, 143, 145, 146.—In a case of *In re The Pinto Silver Mining Company*, decided by the Court of Appeal on the 12th inst., the question was raised whether, after the completion of the voluntary winding-up of a company under the Act of 1862, and the expiration of the three months mentioned in section 143 from the date of the registration of the return made by the liquidators to the Registrar of Joint Stock Companies of the holding of the final meeting under the liquidation (on the expiration of which period of three months section 143 provides that the company "shall be deemed to be dissolved") the court has any jurisdiction to make a compulsory winding-up order on the petition of a creditor whose debt has not in fact been paid. It was not actually necessary to decide the point in the particular case, inasmuch as the court (James, Cotton, and Thesiger, L.JJ.) held, upon the evidence, that the petitioner had assented to what had been done in the voluntary winding up, but all the members of the court expressed themselves as clearly of opinion that, after the expiration of the three months, the court would, in the absence of fraud, have no jurisdiction to make a winding-up order. They pointed out that a voluntary winding-up has a statutory force equally with a winding-up by the court; that ample protection is given to all the creditors by the provisions of sections 132, 136, 137, and 142 of the Act; and that the greatest inconveniences would result if it were held that the proceedings in a voluntary winding-up could be re opened after a lapse of years.

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WILL—ACCUMULATIONS—THELLUSSON ACT (39 & 40 GEO. 3, C. 98)—ANTICIPATION OF ENJOYMENT BY LEGATEE.—In a case of *Weatherall* v. *Thorburgh*, decided by the Court of Appeal on the 11th inst., a question arose whether accumulations of income, which a testator had directed beyond the period of twenty-one years allowed by the Thellusson Act, were disposed of by his will. The testator, who died on the 16th of April, 1852, by his will, gave real estate to trustees, upon trust for his wife for her life or until her next marriage, and, in case she should marry again, then upon certain trusts thereinafter directed during her life, and, after her death, to the use of M., in fee. And he gave the residue of his personal estate to the same trustees, upon trust for conversion and payment of his debts and certain pecuniary legacies, and to hold the remainder upon trust to pay the income to his wife during her widowhood, but, if she should marry again, then he directed his trustees to pay her, out of the rents of the real estate and the income of the residuary personal estate, an annuity of £500 for her life, and during her life to accumulate the surplus income, and after her death he directed that the trust moneys, surplus rents, and the accumulations of interest thereon should (after the payment of other legacies) be paid to M. The testator's widow married again in 1854. There was a considerable surplus income after providing for the payment of the annuity of £500 to her. She lived beyond the termination of the period of twenty-one years from the death of the testator, and the trustee then instituted an action for the execution of the trusts of the will, with the view of determining who was entitled to the surplus income of the property after the expiration of the twenty-one years. It was contended on behalf of M., the residuary devisee and legatee, that, on the authority of *Saunders* v. *Vautier* (Cr. & Ph. 240); *Jocelyn* v. *Jocelyn* (9 Sim. 63), and *Hawkes* v. *Masterman* (19 W. R. 1063, L. R. 12 Eq. 559), he was entitled, on the expiration of the

twenty-one years, to claim an immediate payment of everything beyond that which was necessary to provide for the annuity and the legacies bequeathed by the will. Hall, V.C., following *Talbot* v. *Jevers* (23 W. R. 741, L. R. 20 Eq. 255), held that the surplus income, after the expiration of the twenty-one years was undisposed of, and this decision was affirmed by the Court of Appeal (James, Cotton, and Thesiger, L.JJ.). They said that the will must be construed as if the Thellusson Act had not been passed, and the result was that M. was not entitled to call for an immediate payment. He was only a legatee of the surplus at the death of the widow.

## Societies.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, March 13, the following directors being present:—Mr. Edwin Hedger (in the chair), Messrs. Asker (of Norwich), Burton, Rickman, Roscoe, Smith, Styan, and Torr (Mr. Eiffe, secretary). A sum of £250 was distributed in grants of assistance; a donation of £65 to the funds of the association was announced from the Right Hon. Sir Samuel Martin; thirty-five gentlemen were admitted members of the association, and other general business was transacted.

### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday evening, the 12th inst., Mr. J. E. Stevens in the chair, the question appointed for debate was, "Is war a necessary element in the economy of nations?" Mr. J. W. Mills opened the discussion and supported the affirmative, and was followed by Mr. S. Morse, and Mr. Trenchard on the same side. After the conclusion of the debate, in which the negative found but few supporters, the question, on being put to the meeting, was decided by the majority of votes in the affirmative.

### UNITED LAW STUDENTS' SOCIETY.

The society resumed its meetings at the Law Institution on Monday, the 11th inst., when the following legal moot was discussed:—"Does the Mortmain Act apply to the debenture stock of a railway company raised under the Companies Clauses Act, 1863?" Mr. W. C. Owen opened the debate for Mr. Shirley Shirley in the affirmative. Mr. Stuart Wortley opposed, and was followed by Mr. Gatey and other gentlemen. The chairman having put the question to the vote, the meeting decided in favour of the negative.

Mr. E. H. Quick presided over a meeting held at Clement's-inn Hall on Wednesday, the 13th inst., to discuss the proposition:—"That the franchise, as enjoyed at present by men, should be extended to all women not being under disability." Mr. W. C. Owen, in an able speech, opened the affirmative, and was supported by Messrs. Spokes, Rubinstein, Rawlings, and others. The opposite view was maintained by Messrs. Havergal, Kelke, Harte, and Kains Jackson. A large number of members were present, who exhibited a lively interest in the debate, and on the motion being put to the meeting it was negatived by a majority of ten.

### LEEDS LAW STUDENTS' SOCIETY.

A meeting of this society was held last Monday, when Mr. T. E. West, barrister-at-law, presided. The question for discussion was "Can a voluntary conveyance to a charity be avoided by a subsequent sale for value," which Mr. H. Stephenson supported in the affirmative and Mr. H. A. Wright in the negative. The subject is almost entirely free from authorities, the only two at all bearing on the point being *Attorney-General* v. *Corporation of Newcastle* (5 Beav. 307), and *Tyre* v. *Corporation of Gloucester* (14 Beav. 173), and it had, therefore, to be argued almost solely with reference to the statutes 27 Eliz. c. 4, and 9 Geo. 2, c. 36. After the chairman had summed up, the question was put to the meeting and decided in the negative by a majority of two votes. A vote of thanks to the chairman concluded the meeting.

### LEEDS INCORPORATED LAW SOCIETY.

The following is the report of this society, which was adopted at the recent annual meeting:—

*Members.*—Mr. John Bulmer has withdrawn from the society during the present year; one member, Mr. John Tuer Hepworth, is dead. The committee cannot but regret that the connection which has so long existed between Mr. Bulmer and the society should now have ceased. Mr. Bulmer joined the society in the year 1841, and was its Honorary Secretary from the 2nd of October, 1866, to the 27th of January, 1871. The present number of members is 54.

*Accounts.*—The treasurer's accounts for the year have been audited by the committee. The balance in favour of the society on the general account is £313 11s. 9d., and on the library account £157 19s. 9d.

*Law Library.*—Several new treatises have been added to the library, at a cost of £50, and a large number of books have been re-bound during the year, at a cost of £115 11s. 10d.; stationery cases and writing materials have also been placed in the library. A catalogue is now in the printer's hands, and will shortly be issued to members. The committee propose to apply the balance of about £100 standing to the credit of the library account to the completion of the reports, which are in many instances defective, and to other library purposes. They also suggest that an attempt be made to form a complete collection of local Acts of Parliament. As many of them are out of print, they hope that members possessing more than one copy of such Acts will aid them by presenting to the library any copies in their possession of which they possess duplicates.

*Preliminary Examination.*—The rule passed at the last general meeting that a memorial for dispensing with the preliminary examination should be first submitted to and approved of by the committee, before signature by members, has been acted on in two cases during the year. In one case the committee approved the memorial, in the other they declined to do so.

*York Probate Registry.*—Your committee having learned that the President of the Probate Division of the High Court of Justice contemplated the removal to London of the contents of the Registries of the Archbishop of York, on the ground that no suitable place existed at York for their safe custody, a memorial was addressed to the commissioners of the Treasury, praying for the construction at York of a District Probate Registry, with suitable rooms for the safe custody of the archives of the registries of the Archbishop of York. This step was taken at the instance of the council of the Yorkshire Archæological Society, by whose efforts an influential deputation was brought before the Secretary of the Treasury. Mr. Wilson, a member of the committee, formed part of this deputation. Your committee understand that the matter is under consideration.

High Court of Justice (Costs) Bill.

Forfeiture Relief Bill.

Petitions in favour of these two Bills, were presented to Parliament, but the bills were withdrawn.

*Conditions in Fire Policies as to Contribution.*—Attention was called in the last report to the condition now almost invariably inserted in fire policies limiting the liability of the insurers to a rateable proportion of the loss where there is any other subsisting insurance covering the property insured. It was pointed out that, in the case of a first and second mortgagee insuring the same property, great injustice might arise from the application of this rule. The condition in question has been recently discussed and criticised by the Court of Appeal, in the case of the *North British and Mercantile Insurance Company* v. *London, Liverpool, and Globe Insurance Company* (L. R., Ch. Div., Vol. V., p. 560). The Master of the Rolls, in giving judgment in the original suit, said, "They (the framers of the conditions) had in view, I imagine, merely and simply the case of a person insuring his own absolute property. The case of a person having a limited interest in property does not seem to have presented itself to their

minds; if it had, it would, I think, have been separately and differently provided for. The word 'property,' as used in several of the conditions, means, not the actual chattels, but the interest assured therein. What is the meaning of the words 'covering the same property,' in the 9th condition? They cannot mean the actual chattel. The most absurd consequences would follow if you read those words in that sense. I am satisfied that this condition was put in to apply to cases where it is the same property that is the subject matter of the insurance, and the interests are the same. It could never have been meant to apply, for example, to the cases of a tenant for life and remainderman, or a first mortgagee and second mortgagee, both insuring the same goods. You must read the condition in a sensible way, and not assume that these great companies intended to entrap their policy holders, and to destroy the value of the contract of indemnity by reason of the accidental contract of somebody else, which had no connection with the subject matter of the contract, or with the price paid for the insurance, and so I hold. It does not appear to me to be creditable to the contracting parties to think that they intended to do anything so absurd as would be the result of my holding otherwise, although I admit that the words are not so clear as they might be, and although it does compel me to put a different meaning on the same word in different parts of the instrument. I think it my duty to make the instrument rational, and to make it a contract such as persons in the city of London would be likely to enter into, and not one which would be an utter absurdity."

On this decision being appealed, Mellish, L. J., said:—"I can see no reason why the principles in respect of contribution should not be exactly the same in respect of fire policies as they are in respect of marine policies; and I think if the same persons in respect of the same right insure in two offices, there is no reason why they should not contribute in equal proportions in respect of a fire policy as they would in the case of a marine policy. The rule is perfectly established in the case of a marine policy, that contribution only applies where it is an insurance by the same person having the same rights, and does not apply where different persons insure in respect of different rights. The reason of that is obvious enough. Where different persons insure the same property in respect of their different rights they may be divided into two classes; it may be that the interest of the two between them makes up the whole property, as in the case of a tenant for life and remainderman. Then, if each insures, although they may use words apparently insuring the whole property, yet they would recover from their respective insurance companies the value of their own interests, and, of course, those values added together would make up the value of the whole property; therefore it would not be a case either of subrogation or contribution, because the loss would be divided between the two companies, in proportion to the interests which the respective persons assured had in the property; but then there may be cases where, although two different persons insured in respect of different rights each of them can recover the whole, as in the case of a mortgagor and mortgagee. But, whenever that is the case it will necessarily follow that one of these two has a remedy over against the other, because the same property cannot in value belong at the same time to two different persons. Each of them may have an interest which entitles him to insure for the full value, because, in certain events—for instance, if the other person became insolvent—it may be he would lose the full value of the property, and, therefore, would have, in law, an insurable interest; but yet it must be that if each recover the full value of the property from the respective offices with whom they insure, one office must have a remedy against the other. I think, whenever that is the case, the company which has insured the person who has the remedy over succeeds to his right of remedy over, and then it is a case of subrogation."

*Bankruptcy.*—Two Bills dealing with the Law of Bankruptcy have been before Parliament this session; one introduced in the House of Lords by the Lord Chancellor, entitled "An Act to Consolidate and Amend the Law of Bankruptcy, and for other purposes;" the other introduced in the House of Commons by Mr. Sampson Lloyd and others, at the instance of the Associated Chambers of Commerce, and limited to the object of amending the Bankruptcy Act of 1869. Both Bills were considered by your committee. The Government Bill proposed a substantially new and much more complicated mode of obtaining an adjudication in bankruptcy, with different procedures in the case of a trader and a non-trader. Petitions for arrangement by liquidation or composition were abolished, and the deeds of arrangement as they existed under the Acts of 1861 and 1868, with some modifications, were revived in their stead. Numerous other alterations were proposed; and although much of the present Act was incorporated, yet the Bill was, to all intents and purposes, a new law, which would have required to be developed and explained by a new series of decisions in the courts. The Bill of the Chambers of Commerce, on the other hand, was confined to dealing, by way of amendment, with the principal defects which experience has revealed in the Act of 1869. It became apparent towards the middle of the session that neither Bill would be pressed forward. Mr. Lloyd's Bill, indeed, was avowedly introduced merely for the purpose of eliciting discussion outside Parliament on its provisions. As between these two Bills, your committee prefer the simpler and less ambitious one of the Chambers of Commerce. It may well be doubted whether any legislation will secure the end which the commercial world have in view—the cheap and honest management of bankrupts' estates without the direct supervision of the creditors; but of the inexpediency of consolidating and amending the bankrupt law every eight or ten years there can be no doubt. During the last thirty years, three distinct experiments of the kind have been made, each fruitful in litigation; each in some particular an improvement on the previous law; but each with its own special weakness. It would be difficult to say whether the consolidation of 1869 was or was not an improvement on that of 1849, or whether the Bill of 1877 would have been better or worse than either; but any probable advantage would be dearly purchased by the unsettlement of established rules, and by the enormous cost of a fresh set of decisions to settle the new practice.

*Winter Assizes.*—In June last, the society was requested by the Leeds Chamber of Commerce to co-operate with them and the Leeds Corporation in the endeavour to obtain a Winter Assize of Nisi Prius, and a Winter Commission of Oyer and Terminer for the North Eastern Circuit at Leeds, in addition to the usual Commission of General Gaol Delivery. The committee thereupon took immediate steps to obtain such information as might usefully support the application, and it also communicated with the various law societies on the North Eastern Circuit. The law societies of Bradford, Hull, Newcastle, Sheffield, and Sunderland all concurred in the expediency of the proposal, and gave their active assistance towards carrying it out. On the 7th of June, a deputation from the society, consisting of Messrs. Kay, Marshall, Middleton, and Walker, accompanied by Mr. Henry Nelson, joined a numerous deputation of members of Parliament, representatives of various corporations, law societies, and chambers of commerce, to the Home Secretary. The points pressed upon him were the grave inconveniences to suitors arising from the want of a court in the county for the trial of civil cases in the interval between August and March, and the injustice occasioned to accused persons on bail for want of trial during the same interval.

On the 28th of June, a similar and equally influential deputation, from the principal towns and public bodies on the North Eastern Circuit, attended before the Lord Chancellor. The society was represented on that occasion by Messrs. Henry Nelson, Marshall, and Walker. The Lord Chancellor's attention was pointedly called to the necessity of providing for a full winter assize at Leeds. The facts relied on were in substance these:—That the county of Lancaster has three full assizes during the year, both at Manchester and Liverpool; the Metropolitan district has monthly sittings of the Central Criminal Court, and sittings in and after term for the dispatch of civil cases; that the district comprised in the North Eastern Circuit, with a population greater than that of Lancashire, and nearly as great as that of the Metropolitan district, has only two full assizes during the year; that the result of this is, as regards accused persons on bail, that they may have to wait from July to March for trial; and as regards parties to civil actions, that, in pressing cases, they are obliged to go for trial to Lancashire or Middlesex; or, if they should be unwilling to incur this expense, they either refer or submit to the inconvenience of eight months' delay

His lordship, in promising attention to the representations of so large a body of persons interested, pointed out that the time of the judges was already fully occupied, and that it would be impossible to make the necessary arrangements without their concurrence. He further intimated that, if precise information as to the number of cases which would be tried at Leeds could be furnished, the Government would be better able to decide on the necessity of acceding to the request made. Acting on this suggestion, a circular was prepared and issued by your committee to every solicitor in the North Eastern Circuit, with the object of ascertaining, if possible, the number of cases which would have been tried at Leeds had there been a Winter Assize of Nisi Prius, or which were referred or disposed of without trial owing to the want of such winter assize. The inquiry was made of 1,038 solicitors, and 162 replies were received. From them it appeared that, in 55 cases, trials were held elsewhere than at Leeds, which would have been held at Leeds had there been the opportunity of trying them in the winter; that 36 cases were, for want of such opportunity, referred or disposed of without trial which would otherwise have gone to trial. Whilst these inquiries were being carried on the Home Secretary introduced a Bill to extend the provisions of the "Winter Assize Act, 1876," and this Bill has now become law, under the title of the "Winter Assize Act, 1877" (40 & 41 Vict. c., 46).

The expression, "Winter Assize," as defined in the Act of 1866, means—"any Court of Assize, or any Sessions of Oyer and Terminer, or Gaol Delivery," and the Act gives power by order in council to unite counties for the purpose of winter assizes, and to appoint places at which such assizes might be held. The objects of the representations to the Home Secretary and the Lord Chancellor was to obtain an order in council under the powers of the Winter Assize Act, 1876, for the holding of a Court of Assize and a Sessions of Oyer and Terminer at Leeds, in addition to the Gaol Delivery in December. No fresh legislation was needed for this purpose, but the sudden introduction of a Bill by the Home Secretary, so soon after his attention had been called to the inconvenience experienced under the existing order of things, led to the inference that those inconveniences were recognized and were about to be remedied. All, however, that the new Act does is to add the months of September and October to the months of November, December, and January, and its only practical effect hitherto has been to clear the gaols a couple of months earlier than usual. This cannot be regarded as a satisfactory settlement of the matter.

*Law Institute.*—A member of the society having urged the committee to consider whether it would be possible to form a law institute, in which the law society's offices and the law library might be placed, and a sale-room provided, this matter was considered accordingly. The committee were of opinion that the acquisition of suitable buildings for the above purposes would be an advantage to solicitors practising in Leeds. A sub-committee was appointed to report on the matter, but their report has not yet been presented.

## *ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.*

The report of the fifth annual conference held at Antwerp, last year, has been issued, to which are prefaced the following remarks:—The fifth annual conference of the association was held at Antwerp on the 30th and 31st of August and the 1st and 3rd of September, 1877. The high expectations raised by the success of the Bremen meeting were more than realized. The attendance was considerably larger, and the assembly more thoroughly representative, than on any previous occasion. In 1876-7 the rules of general average were the subject upon which the association bestowed the greatest attention. The views of the parties interested were elicited both by means of circulars issued from the principal office and through the exertions of the local committees. The York rules formed the basis upon which were framed the able reports of the German, Scandinavian, and American branches, and upon which, afterwards, the discussion was conducted at Antwerp. At the conference the momentous questions at issue were debated during three days in a very full committee of ship-owners, merchants, delegates from chambers of commerce, underwriters, average adjusters, and jurists, the result being "The York and Antwerp Rules." Since the conference strenuous efforts have everywhere been made by numerous influential bodies to promote the general adoption of those rules, in some countries by the introduction of new clauses in bills of lading, charter-parties, and policies of marine insurance, in others by way of legislative enactment. The "Principles for an International Law to govern Bills of Exchange," adopted at Bremen, were supplemented at the Antwerp Conference by the addition of five new articles. Important reports were presented to the conference by the International Patent Law and Copyright Committees. Some highly interesting papers upon matters of Public International Law were read at the conference. The next conference will be held at Frankfort-on-the-Main, and the session will begin about the 20th of August, 1878.

# Obituary.

## *SIR JAMES CARTER.*

Sir James Carter, knight, many years Chief Justice of the Colony of New Brunswick, died at his residence, Mortimer Lodge, near Reading, on the 10th inst. Sir J. Carter was the son of Mr. James Carter, of Portsmouth, where he was born in 1804. He was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in the year 1832. He practised on the Western Circuit and Hampshire Sessions, and in 1834 he was appointed puisne judge of the Supreme Court of New Brunswick. He held that post till 1851, when he became Chief Justice of the colony. In 1859 he received the honour of knighthood, and in 1865 he retired on a pension. Sir J. Carter was married to a daughter of the late Archdeacon Coster, New Brunswick, but he had been for several years a widower.

## *MR. JOHN BERRY TORR, Q.C.*

Mr. John Berry Torr, Q.C., died at his residence Addison-road, Kensington, on the 9th inst., after a long illness. Mr. Torr was born in 1816, and was called to the bar at the Middle Temple in Easter Term 1850, when he became a member of the Northern Circuit and the Manchester and Salford Sessions. He became a Queen's Counsel in 1872, and he was elected a bencher of the Middle Temple in 1874. Mr. Torr had a good share of circuit business (both before and after obtaining a silk gown), especially at Manchester. He was a good speaker, and had a reputation as a sound criminal lawyer. His death was caused by cancer of the stomach, which had caused him much suffering, and for some time past he had been unable to attend to professional work.

## *DR. JOHN GEORGE MIDDLETON.*

Dr. John George Middleton, advocate, of Doctors' Commons, died at his residence, Marine Lodge, Southend, on the 6th inst. Dr. Middleton was born in 1817, and was educated at St. John's College, Cambridge, where he graduated as a senior optime in 1840, and he subsequently proceeded to the degree of LL.D. He was admitted a member of the College of Doctors of the Law, and had for several years a fair practice before the various courts in Doctors' Commons. Since the Probate and Divorce Acts of 1857 he had practised in probate and divorce cases, and also before the Arches and Consistory Court. Dr. Middleton was one of the few remaining practitioners among the Doctors' Commons advocates, and he was at the time of his death the steward of that body. He had had a long experience as a law reporter, and he had for several years furnished the probate and divorce cases for the *Law Reports*. His health had for many months been failing, but he continued to discharge his duties as a reporter till within three weeks of his death. Dr. Middleton was the brother of Mr. Charles John Middleton, the senior registrar of the Central Probate and Divorce Registry of the High Court of Justice.

The *Albany Law Journal* states that a bill prohibiting the use of incendiary language at public meetings was recently introduced in the Legislature.

## THE ATTORNEY-GENERAL ON THE BANKRUPTCY BILL.

In moving the second reading of this Bill in the House of Commons on Monday evening the Attorney-General said:—The Commissioners appointed to inquire into the working of the Act of 1869 brought their own practical experience to bear on the question, and sought assistance from all sources from which they were likely to derive information of importance. They made a joint report in July, 1875, but the Comptroller in Bankruptcy, who on some points took a somewhat different view from his colleagues, though in the main he agreed with them, made a separate report, which was sent in some months afterwards. The Bill which the Lord Chancellor introduced into the other House in 1876 and 1877, and which he was now about to ask this House to read a second time, was substantially founded on the suggestions contained in those reports. The commissioners found that the complaints made against the working of the Act of 1869 were in the main well-founded. He would now briefly state the causes which led to the defects in that Act. In the first place it was unjust to a great extent to honest debtors who had fallen into misfortune, but who had been straightforward in their commercial dealings, and too high-minded to resort to any unscrupulous tricks. This injustice arose from the circumstance that, under the present law, if there were a petition in bankruptcy against a man, he was adjudicated a bankrupt at once, and before an opportunity was given to his creditors of investigating his affairs thoroughly. Although he might ultimately be dealt with very leniently, yet the indelible stain of bankruptcy had been attached to his name; and to a sensitive man the stain of bankruptcy was a source of grievous annoyance. The present Bill proposed to remedy this evil. It would enact that the first result of a petition in bankruptcy should be to vest the property of the debtor and to secure it for the benefit of the creditors. Thus the affairs and conduct of the debtor might be thoroughly investigated, and an order for adjudication in bankruptcy might in the first instance be provisional only. It did not necessarily follow that there would be any adjudication in bankruptcy at all. The property having been vested in trustees for the benefit of the creditors, it would depend upon the opinion which they might form of his conduct whether the debtor would be discharged without further proceedings, or his affairs wound up under a deed of arrangement, or a composition accepted. The next defect in the present law arose under the operation of section 125 of the Act of 1869. The Bill would do away with liquidations by arrangement as carried on under the Act of 1869; but it would still be possible by the provisions inserted in the Bill to carry out any honest arrangement which creditors might desire to come to with their debtors and to arrange by liquidation of another sort. This would be done by reference to provisional orders, when on a petition against a debtor or a petition of a debtor against himself there was a meeting of creditors. The bankruptcy proceeding would go on by liquidation under arrangement, but the liquidation under arrangement would be essentially different from that under the Act of 1869, for the application for the provisional order which must precede it must be made to a court in the place where the debtor resided and most of his debts were contracted. The creditors might, therefore, be induced to attend. The Bill had also this important provision—that the trustee should not be appointed by the votes of creditors and proxies, as now, but by the committee of inspection, composed of creditors only. Proxies would, therefore, not have the same influence they had in liquidations under the present law. If he could, he would get rid of proxies altogether. It was impossible entirely to get rid of proxies; creditors would not be satisfied if they were abolished; and all that could be done was to render the action of proxies as little harmful as possible. If administration were placed in the hands of trustees who really represented the creditors, there would be some chance that estates would be well administered. The accounts of the trustees were to be subjected to audit in all cases, so that any extravagance would fall upon them, and certain limitations were placed upon the charges they could make. To remedy the abuses that arose under the power of majorities to bind minorities, it was provided that deeds to be binding on minorities should, within a specified time, be filed in the court, where there should also be deposited a complete list of debts and assets, and before the deed could be provisionally binding it was to be assented to by three-fourths in value of the creditors, who were required to give their assent in their own handwriting without the intervention of proxies. This was not to be binding until it was confirmed by the court, and the minority would have opportunity to show cause why it should not be confirmed at all.

## THE GROUPING OF COUNTIES FOR ASSIZE PURPOSES.

At the Cumberland Assizes on Wednesday, Lord Justice Brett told the grand jury that he should be glad to receive counsel from them, if they had formed any opinion upon the subject, as to the system of grouping counties for assize purposes. It lightened the labour of judges if prisoners were sent to one place; it increased the duties of high sheriffs of counties into which prisoners were taken, and lightened those of high sheriffs of counties from which the prisoners were taken. But judges and high sheriffs were persons whose positions required them to make sacrifices, and he did not attach much importance to either one or the other. It was more with regard to juries and prisoners that he wanted counsel. What was the position of the grand jurymen of the county to which the prisoners from several counties were taken? If counties were grouped it would seem that the smaller counties must go to the larger, and if Cumberland prisoners were always taken into Lancashire what would be the position of the grand jury? How long would they have to sit? What duties would they have to perform? Should they be undertaken by them for one, or two, or three, or four circuits in the year, for there might be four before long? Then, with regard to the petty jury, what must be their position if they had to try the prisoners of several counties? With regard to prisoners — most important of all —how would it work with regard to them if they had a defence to make and witnesses to call? What was the view of the grand jury as to the burden upon them? Or, supposing prisoners could not call witnesses for their defence, but could call witnesses as to character, what would be their position? If tried in their own county, they might be able to call persons who were actually standing in court at the time as witnesses as to character. Then, with regard to another point, when a prisoner was acquitted he was discharged in court. What would be the position of a female prisoner from Carlisle discharged in Manchester and allowed to walk out of court? When a prisoner was tried out of his own county £20 could be ordered for his defence. What would be the result if this became generally known? Would it influence certain solicitors? There were a few who would make it their business that every prisoner should be defended, or, at all events, that £20 should be paid for every prisoner. Then, with regard to the expense to the country, he should like that considered. Was that expense very much increased or not? He did not press for an opinion, but if the grand jury had formed an opinion, or if upon consideration they did form one, it would be valuable if they would express it.

The grand jury, at the conclusion of their labours, made the following presentment through their foreman, Mr. Isaac Fletcher, M.P.:—"The grand jury, having considered the points submitted to them by your lordship, desire to express their unanimous opinion that it will be to the better administration of justice and be an advantage to the county in general if the former practice were resorted to of trying the whole of the prisoners at Carlisle. Their reasons for adopting the resolution are:—1. The greatly-increased pecuniary burden of having prisoners tried at any other assize town. 2. The miscarriage of justice which may arise from the difficulty or impossibility of taking necessary witnesses so great a distance from home. 3. The benefit to a community which arises from the conviction and punishment of crime in the district in which it is committed."—His lordship asked if the grand jury meant, in speaking of the difficulty of getting witnesses to Manchester, those who might be called up to give evidence for the prosecution as well as for the prisoner. Mr. Fletcher: Yes.—His lordship: Your representation

will be very valuable for the consideration of the Government, and of course it will be laid before them.—Mr. Fletcher: I may say that I believe that all the magistrates of this county are quite unanimous in the conclusion at which the grand jury have arrived.

## Legal News.

An additional candidate for the office of common serjeant is Captain Bedford Pim, M.P.

The death is announced of the Right Hon. Sir W. Gibson Craig, of Riccarton, Lord Clerk Register and Keeper of the Signet of Scotland.

On Monday, in reply to Dr. Kenealy, the Chancellor of the Exchequer said the Government were very anxious to bring on the Bar Discipline and Education Bill during the present session.

On Monday, in the House of Commons, in answer to Mr. Coope, Mr. Gerard Noel said he had given instructions for the preparation of a report upon the ventilation of the law courts and police courts in the metropolis.

In a case tried at Lewes, on Saturday, the jury hesitated a long time, and then, on returning a verdict of guilty, recommended the prisoner to mercy. The Lord Chief Justice said, "Gentlemen, that is a recommendation I cannot possibly listen to. The prisoner has committed a serious crime in circumstances of great aggravation, and there are no extenuating circumstances whatever to afford ground for such a recommendation." The trial having lasted all day, from the early part of the morning until a late hour in the evening, the jury desired to be discharged from further attendance. The Lord Chief Justice.—By all means, gentlemen. A jury who could hesitate so long in so clear a case and then recommend the criminal to mercy without any ground whatever must be a jury with whose services I should be most anxious to dispense, so I have the greatest pleasure in discharging you.

At the Illinois State Bar Association dinner, says the *Central Law Journal*, Judge Gillespie, one of the few living lawyers who went on circuit with Lincoln, Douglas, and the other pioneers of the Illinois bar, gave some interesting reminiscences of those times. The people used to crowd the court-houses to watch the giants of the profession contend against each other. The only books to which the lawyers had access in the early days were elementary. So little was known of reports, that Adolphus Hubbard convinced a jury that Johnson, from whose reports David Baker had quoted, was a clock pedlar who had perambulated the country gathering up idle rumours, traditions, and current reports, and published them in a book, which got the name of Johnson's Reports. Hubbard asked the jury how Mr. Baker dared to ask them to believe Johnson's Reports, when they would scarcely believe reports got up in the same neighbourhood. Hubbard, of course, gained his cause before the jury.

On Friday the Master of Faculties, Lord Penzance, held a court at the House of Lords, when application was made for the admission of notaries for the city and port of Gloucester, where mercantile business had yearly increased. Four notaries were appointed in 1862, and two only were now in practice. Several applicants came forward with memorials and testimonials, and were represented by Mr. Jenne, Mr. Pritchard, Dr. Phillimore, Mr. Green, and Mr. Sutton; Mr. Bayford opposed the application on behalf of the two practising notaries. Lord Penzance, after hearing the learned counsel on behalf of the several gentlemen, and Mr. Bayford in opposition, expressed himself of opinion that the applicants for whom Mr. Jenne and Mr. Green appeared—namely, Mr. Jones and Mr. Franklin—should be appointed, as he considered that four notaries should be in practice in Gloucester. His lordship directed that these two gentlemen should be admitted.

In a case heard on Tuesday at the Bradford County Court, Mr. Daniel, Q.C., judge, said:—This case justifies me in making an observation with regard to trustees. I understand from the registrar that, in cases in which there are trustees in bankruptcy, it is the common practice not to require them to give any security; I understand that they are simply required to pay the proceeds into a bank to a separate account, and that this is considered sufficient. That is the act of the creditors. If the court had any jurisdiction or any power of interference, it would interpose some check upon any trustee, however respectable he might be, either a check in the form of security for the due performance of the duties of his office—which should be in proportion to the amount and value of the estate he was likely to receive—or at all events this protection, that the moneys should not be paid out upon his cheque, but upon a cheque countersigned by one or more of the committee of inspection. I mention this because it does seem to me that more care should be exercised, for I understand that this man, Kemp, has gone away with the proceeds of several estates, the whole of which he has been enabled to receive, and withdraw from the bank, and appropriate to his own use, whereas if the most ordinary care had been taken, such as it would have been the duty of the court to have taken if it could have interposed, there would either have been some security obtained from him, or some check placed upon him to see that the moneys of an estate were not placed at his absolute disposal, so that he could at any time draw out the whole amount and abscond. I think I am not doing more than my duty, interested as I am in making the procedure in bankruptcy effectual, in venturing to suggest for the benefit of creditors, that they should not place such blind confidence even in the most trustworthy trustees, but require them to give ample security, or place some effective check upon them.

## Appointments, Etc.

Mr Llewellyn Adams, solicitor, of Ruthin, has been appointed by the High Sheriff of Denbighshire, James Goodrich, Esq., to be Under-Sheriff of that county for the ensuing year. Mr. Adams was admitted a solicitor in 1845, and is Deputy-Clerk of the Peace for the county, and clerk to the Ruthin Highway Board, and to the county and borough magistrates.

Mr. Joseph Jones Bickerton, solicitor and proctor, of Oxford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Mr. Andrew Henderson Leith Fraser, barrister, has been appointed Assistant-Secretary to the Chief Commissioner of the Central Provinces of India. Mr. Fraser is an M.A. of the University of Aberdeen, and a member of the Bengal Civil Service. He was called to the bar at the Middle Temple in Easter Term, 1874.

Mr. Daniel Franklin, solicitor, of Gloucester, has been appointed by Lord Penzance, Master of the Faculties, to be a Notary Public for the city and district of Gloucester.

Mr. James Forrest Fulton, barrister, has been appointed Prosecuting Counsel to the Mint for Hertfordshire, in succession to Mr. William Augustus Clark, deceased. Mr. Fulton is an LL.B. of the University of London, and was called to the bar at the Middle Temple, in Easter Term, 1872. He practises on the South-Eastern Circuit, and at the Middlesex, Essex, Hertford, and St. Alban's Sessions.

Mr. William Gray, solicitor, of York, has been appointed by the High-Sheriff of Yorkshire, William Aldam, Esq., Frickley Hall, Doncaster, to be Under-Sheriff of that county for the ensuing year. Mr. Gray was admitted a solicitor in 1828.

Mr. Henry Charles Kirkpatrick, barrister, has been appointed Official Reporter to the High Court of Judicature of Bombay. Mr. Kirkpatrick was called to the bar at Dublin, in 1869.

Mr. Henry Hoby Prinsep, of the Bengal Civil Service, has been appointed to act as a Judge of the High Court of Judicature at Calcutta.

Mr. Richard Burgess Woosnum, solicitor of Newtown and Llanidloes, has been appointed by the High Sheriff of Montgomeryshire, to be Under-Sheriff of that county for the ensuing year. Mr. Woosnum was admitted a solicitor in 1877.

## Notes of Foreign Law.

In a case of *Small* v. *Lumpkin*, before the Supreme Court of Virginia (*Reporter*, p. 252), Burks, J., thus stated the law with reference to the appointment by a person of an alien enemy as his agent to collect money:—

"In a foreign or international war, from the time it is declared or recognised, all the people in the territory and subject to the dominion of each belligerent, without regard to their feelings, dispositions, or natural relations, become, in legal contemplation, and so continue until the close of hostilities, the enemies of all the people resident in the territory of the other belligerent; and all negotiation, trading, intercourse, or communication between them, unless licensed by the Government, is unlawful. Such a war, as between the citizens or subjects of the respective belligerents, *ipso facto*, dissolves all commercial partnerships and all contracts wholly executory and requiring for their continued existence commercial intercourse or communication; and while it does not abrogate, yet it suspends all other existing contracts and obligations and the remedies thereon, and renders all contracts, with rare exceptions, entered into pending hostilities, illegal and void. *Griswold* v. *Waddington*, 16 Johns R. 438; *Price Cases*, 2 Black. 635; *Mrs. Alexander's Cotton*, 2 Wall. 404; *The William Bagale*, 5 Wall. 377; *Hanger* v. *Abbot*, 6 Wall. 532; *Matthews* v. *McStea*, 91 U. S. (1 Otto) 7; *Billgery* v. *Branch*, 19 Gratt. 393; *Walker* v. *Beauchler*, 27 Gratt. 511. Limited agencies in the enemy's country may lawfully continue, provided they can be and are exercised without intercourse or communication between the citizens or subjects of the contending powers; such as agencies to collect and preserve, but not to transmit money or property. *Buchanan* v. *Curry*, 19 Johns. R. 136; *Ward* v. *Smith*, 7 Wall. 447; *Manhattan Life Ins. Co.* v. *Warwick*, 20 Gratt. 614; *Hale* v. *Wall*, 22 Gratt. 424; *Mutual Benefit Life Ins. Co.* v. *Atwood's Adm'x*, 24 Gratt. 497; *The New York Life Ins. Co.* v. *Hendren*, *Ib.* 536. Such agencies, however, to be lawful, must, it seems, be created before the war begins; for there is no power, it is said, to appoint any agent for any purpose after hostilities have actually commenced; and to this effect are all the authorities: *United States* v. *Grossmayer*, 9 Wall. 72; *United States* v. *Lapine*, 17 Wall. 602. In the light of these authorities, the mother and son are to be considered as alien enemies, and, pending hostilities, she could confer no valid power on him as her agent to make the collections which he did make."

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The *Central Law Journal* notices a very novel action—a suit by a life insurance company against a person who had wilfully caused the death of one whose life it had insured, which was disposed of during the present term of the Supreme Court of the United States in *Mobile Life Ins. Co.* v. *Brame*, the court holding that no cause of action arose, even though the company had, in consequence of the death of the insured at the hands of the defendant, been forced to pay the loss. The Court first noticed the rule of the common law that no civil action lies for an injury which results in death, and then, with regard to the remoteness of the injury, they say:—"The relation between the insurance company and McLemore, the deceased, was created by contract between them. But Brame was no party to the contract. The injury inflicted by him was upon McLemore against his personal rights; that it happened to injure the plaintiff was an incidental circumstance, a remote and indirect result, not necessarily or legitimately resulting from the act of killing. In *Rockingham Ins. Co.* v. *Mosher* (39 Me. 253), where an insurance company brought suit against one who had wilfully fired a store upon which it had a policy of insurance, which it was thereby compelled to pay, it was held that the loss was remote and indirect, and that the action could not be sustained. The case which most nearly resembles the present is, we believe, that of *Connecticut Mutual Life Ins.* v. *N. Y. & N. H. R. R.* (25 Conn. 265). This differs from the case at bar only in this, that the death was caused by the negligence of the defendant. The court held that the company could not recover."

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## High Court of Justice.

### CHANCERY DIVISION.

(Before HALL, V.C.)

Feb. 28.—*Roberts* v. *Buée.**

In an action for administration of an intestate's estate, Chappell, one of the defendants, was ordered to pay the whole of the costs. These were taxed, and certified to amount to £277 18s. 3d.

By an order dated February 18, 1875, Chappell was ordered to pay certain other costs, which were taxed and certified at £24 13s. 8d., which, being added to the original costs, made a total of £302 11s. 11d. payable by him. On May 17, 1877, the costs not having been paid, the plaintiff moved for an attachment against Chappell for contempt, but the motion was refused, and the plaintiff was ordered to pay the costs thereof to Chappell. These costs were taxed at £32 10s.

Chappell had changed his solicitors between February, 1875, and May, 1877.

On February 11, 1878, Chappell's former solicitor gave notice to the plaintiff's solicitor that he claimed a lien for costs upon the amount of costs ordered to be paid by the plaintiff to Chappell.

A motion was now made on behalf of Chappell that he might be allowed to set off the £32 10s., his costs of the plaintiff's unsuccessful motion of May 17, 1877, which would have the effect of reducing the amount of costs due from himself to £270 1s. 11d.

*Boom*, in support of the motion.

*Bristowe*, Q.C., and *Chisholm Batten*, opposed on the ground that the principle of set-off could not apply in such a case as the present, and that with regard to the £32 10s., Chappell was a mere trustee for the former solicitor to whom the costs were payable.

The VICE-CHANCELLOR said that the set-off must be allowed in this case. The result of the authorities on the point appeared to be that where the costs in question were costs in the same suit or cause, then the principle of set-off applied. His lordship considered it to be the rule that where a solicitor is engaged in conducting proceedings, he must be considered as conducting them from beginning to end, for better or worse, and that rule he should adopt as governing the present case.

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## Legislation of the Week.

### HOUSE OF LORDS.

MARCH 7.—BILL PASSED THROUGH COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS).

MARCH 8.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Imperial Continental Gas Association, Wiggenhall St. Mary Magdalen Drainage, Batley Corporation Water.

BILL PASSED THROUGH COMMITTEE.

TERRITORIAL WATERS JURISDICTION.

MARCH 11.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Ilen Valley Railway.

EXCHEQUER BONDS (£1,000,000).

BILL READ A THIRD TIME.

PRIVATE BILL.—Batley Corporation Water.

MARCH 12.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Isle of Wight (Newport Junction) Railway, West Lancashire Railway (Steam Vessels).

BILL READ A SECOND TIME.

MATRIMONIAL CAUSES ACTS AMENDMENT.

BILL PASSED THROUGH COMMITTEE.

EXCHEQUER BONDS (£1,000,000).

BILL REFERRED TO SELECT COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS).

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* Reported by J. F. WAGGETT, Esq., Barrister-at-Law.

## HOUSE OF COMMONS.

MARCH 7.—BILL PASSED THROUGH COMMITTEE.
FACTORIES AND WORKSHOPS.

BILLS READ A THIRD TIME.
EXCHEQUER BONDS (£1,000,000). PUBLIC BATHS AND WASHHOUSES.

BILL READ A FIRST TIME.
MUTINY.

MARCH 11.—BILLS READ A SECOND TIME.
POOR LAW AMENDMENT ACT (1876) AMENDMENT.
BANKRUPTCY ACT (1869) AMENDMENT.

MARCH 12.—BILL READ A SECOND TIME.
METROPOLITAN WATERWORKS (PURCHASE).

MARCH 13.—BILL READ A SECOND TIME.
PRIVATE BILL.—Great Eastern and Bury St. Edmund's and Thetford Railway Companies.

# Court Papers.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Court of Appeal. | Master of the Rolls. | V.C. Malins. |
|---|---|---|---|
| Saturday, Mar. 16 | Mr. Leach | Mr. Merivale | Mr. Ward |
| Monday .... 18 | Milne | Farrer | Koe |
| Tuesday ..... 19 | Merivale | King | Clowes |
| Wednesday.... 20 | Milne | Farrer | Koe |
| Thursday .... 21 | Merivale | King | Clowes |
| Friday..... 22 | Milne | Farrer | Koe |
| | V. C. Bacon. | V. C. Hall. | Mr. Justice Fry. |
| Saturday, Mar. 16 | Mr. Farrer | Mr. Koe | Mr. Holdship |
| Monday .... 18 | Holdship | Latham | Pemberton |
| Tuesday ..... 19 | Teesdale | Leach | Ward |
| Wednesday.... 20 | Holdship | Latham | Pemberton |
| Thursday .... 21 | Teesdale | Leach | Ward |
| Friday..... 22 | Holdship | Latham | Pemberton |

## MANCHESTER SPRING ASSIZES.

By an error of the press the date for Special Juries at Manchester was given last week as April 14. It should, of course, have been April 4.

## SALES OF ENSUING WEEK.

March 18.—WALTER KNIGHT, at the Mart, freehold property (see advertisement, this week, p. 4).
March 20.—FULLER, HORSEY, SON, & Co., freehold property (see advertisement, this week, p. 4).

## PUBLIC COMPANIES.

MAR. 15, 1878.

RAILWAY STOCK.

| | Railways. | Paid. | Closing Price. |
|---|---|---|---|
| Stock | Bristol and Exeter | 100 | — |
| Stock | Caledonian | 100 | 117½ |
| Stock | Glasgow and South-Western | 100 | 109 |
| Stock | Great Eastern Ordinary Stock | 100 | 48¼ |
| Stock | Great Northern | 100 | 117 |
| Stock | Do., A Stock* | 100 | 115½ |
| Stock | Great Southern and Western of Ireland | 100 | — |
| Stock | Great Western—Original | 100 | 99½ |
| Stock | Lancashire and Yorkshire | 100 | 133½ |
| Stock | London, Brighton, and South Coast | 100 | 129½ |
| Stock | London, Chatham, and Dover | 100 | 22½ |
| Stock | London and North-Western | 100 | 146 |
| Stock | London and South Western | 100 | 134 |
| Stock | Manchester, Sheffield, and Lincoln | 100 | 79 |
| Stock | Metropolitan | 100 | 115 |
| Stock | Do., District | 100 | 57½ |
| Stock | Midland | 100 | 129½ |
| Stock | North British | 100 | 84¼ |
| Stock | North Eastern | 100 | 146 |
| Stock | North London | 100 | 145 |
| Stock | North Staffordshire | 100 | 61 |
| Stock | South Devon | 100 | 66 |
| Stock | South-Eastern | 100 | 127 |

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

| | |
|---|---|
| 3 per Cent. Consols, 95½ | Annuities, April, '85, 9½ |
| Ditto for Account, April 3, 95½ | Do. (Red Sea T.) Aug. 1908 |
| Do. 3 per Cent. Reduced, 94½ | Ex Bills, £1000, 2½ per Ct. 12 pm. |
| New 3 per Cent., 94½ x d | Ditto, £500, Do, 12 pm. |
| Do. 3½ per Cent., Jan. '94 | Ditto, £100 & £200, 12 pm. |
| Do. 2½ per Cent., Jan. '94 | Bank of England Stock, 256 |
| Do 5 per Cent., Jan. '78 | Ditto for Account. |
| Annuities, Jan. '80 | |

INDIAN GOVERNMENT SECURITIES.

| | |
|---|---|
| Ind. Stk., 5 per Cent., July, '80, 104½ | Enf. Pr. 5½ per Cnt., May, 90½ |
| Ditto for Account,— | Ditto Debentures, 4 per Cent, April, '64 |
| Ditto 4 per Cent., Oct. '88, 100½ | Do. Do., 5 per Cent., Aug. '78 |
| Ditto, ditto, Certificates — | Do. Bonds, 4 per Cent. £1000 |
| Ditto Enfaced Ppr., 4 per Cent. 82 | Ditto, ditto, under £1000 |
| nd Enf. Pr., 5 per C., Jan. '72 ½ | |

A prospectus has been issued of the National Co-operative Supply Association, with a capital of £100,000, in shares of £2 each, payable 10s. on application, and 10s. on allotment, which is all that it is intended to call up. Every shareholder will be entitled to all the advantages afforded at the stores, to a share in the profits, and will have the power of nominating ticket holders, not exceeding four, each to pay 2s. 6d. annually, or 10s. for a period of five years, for the privilege of dealing at the depôts of the association, and of sharing in the profits. It is stated that no promotion money has been or will be paid in any form, and no contracts have been entered into.

## BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOVILL—March 11, at 22, High-street, Kensington, the wife of Elliott Charles Bovill, of Lincoln's-inn, barrister-at-law, of a son.

DEBENHAM—March 5, at 3, Downs-road, Clapton, the wife of Samuel John Debenham, of 36, Lincoln's-inn-fields, solicitor, of a son.

DEATHS.

DE BURGH—March 13, at Kingston House, Wandsworth-common, William De Burgh, of the War-office, Pall-mall, barrister-at-law.

## LONDON GAZETTES.

**Professional Partnerships Dissolved.**

TUESDAY, March 12, 1878.

Burdekin, Benjamin, Spencer Marsh Smith, and John William Pye-Smith, Sheffield, York, Solicitors. Mar

**Winding up of Joint Stock Companies.**

FRIDAY, March 8, 1878.

LIMITED IN CHANCERY.

E. Nazarkiewich and Company, Limited.—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims to Frederick Maynard, Queen Victoria st. Monday, April 15, at 12, is appointed for hearing and adjudicating upon the debts and claims

Flagstaff Silver Mining Company of Utah, Limited.—Petition for winding up, presented Mar 7, directed to be heard before the M.R., on Saturday, Mar 16. Hillearys and Taylor, Fenchurch buildings, solicitors for the petitioner

Llynvi, Tondu, and Ogmore Coal and Iron Company, Limited.—By an order made by V.C. Malins, dated Feb 27, it was ordered that the voluntary winding up of the above company be continued. Jackson and Prince, Clement's lane, Lombard st, solicitors for the petitioner

Northampton Coal, Iron, and Waggon Company, Limited.—Petition for winding up, presented Mar 6, directed to be heard before the M.R. on Mar 23. Sharpe and Co, Bedford row, agents for Ryland and Co, Birmingham, solicitors for the petitioners

Patent Lithotype Company, Limited.—Petition for winding up, presented Feb 25, directed to be heard before the M.R., on Saturday, Mar 16. Linklater & Co, Walbrook, solicitors for the petitioners

Sadler's Wells Skating Rink and Winter Garden, Limited.—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims to William Brooks, Old Jewry chambers. Wednesday, April 10, at 12, is appointed for hearing and adjudicating upon the debts and claims

TUESDAY, Mar. 12, 1878.

LIMITED IN CHANCERY.

Little Mountain Coal, Iron, and Clay Company, Limited.—By an order made by V.C. Malins, dated Mar 1, it was ordered that the above company be wound up. Milne and Co, Harcourt buildings, Temple, agents for Brown and Rogers, Chester, solicitors for the petitioners

UNLIMITED IN CHANCERY.

Albion Life Assurance Society.—By an order made by V.C. Malins, dated Mar 1, it was ordered that the above company be wound up. Blagden, Great Winchester st, solicitor for the petitioner

COUNTY PALATINE OF LANCASTER.

FRIDAY, Mar. 8, 1878.

Hill Top Colliery Company, Limited.—Petition for winding up, presented Feb 18, directed to be heard before the V.C., on Monday, Mar 18, at 10.30, at his chambers, Stone buildings, Lincoln's inn. Richardson and Son, Manchester, solicitors for the petitioner

### Friendly Societies Dissolved.

TUESDAY, Mar. 12, 1878.

Britons' Sons' United Friendly Society, Bull Inn, Luton, Bedford. Mar 6

Perseverance Friendly Society, Derby Hotel, Lower House Gates, Burnley, Lancashire. Mar 6

### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

TUESDAY, March 5, 1878.

Avison, William, Brighouse, York, Butcher. March 30. Chambers and Chambers, Brighouse

Blackburne, Samuel, Over, Cheshire, Yeoman. April 6. Cooke, Winsford

Bland, Elizabeth, Darnley rd, Hackney. May 15. Stevens, Coleman st

Bowles, Rev George Cranley, East Thorpe, Essex. April 20. Rivington and Son, Fenchurch buildings

Branner, William, Oxford, Solicitor. April 6. Robinson, Oxford

Burland, Ann, Southport. March 22. Ashton, Wigan

Croudace, Elizabeth Ann, Worthing, Sussex. May 1. Kidson and Co, Sunderland

Dowden, Frederick Warne, Droitwich, Worcester, Wine Merchant. March 30. Blick, Droitwich

Dunn, Lawson, Byker, Newcastle-upon-Tyne, Roper. June 1. Ingledew and Daggett, Newcastle-upon-Tyne

Francis, Samuel Richard Green, Romford, Essex, Esq. April 10. Mee, Great Winchester st

Friday, John, Hastings. May 1. Prall and Son, Rochester

Gateskill, Betsy, Preston, Lancashire. March 12. Threlfall, Southport

Gisby, Harriet, Ramsgate, Kent. April 13. Gisby and Son, Ware

Goringe, Thomas, Gosport, Hants, Gent. April 5. Locke and Son, Dorchester

Graham, William Frederic, Wallington, Surrey, Esq. May 1. Scott, College hill, Cannon st

Hargreaves, Benjamin, Burnley, Lancashire. May 1. Artindale and Artindale, Burnley

Heywood, Joseph Benjamin, Chepstow villas, Bayswater, Esq. July 31. Tippets and Co, Gt St Thomas Apostle

Horobin, Peter, Macclesfield, Silk Dyer. April 13. Brocklehurst and Co, Macclesfield

Lewis, Charles, Liverpool, Lancashire, Ironmonger. May 15. Bradley and Steinforth, Liverpool

Macdonald, Thomas, Dalston lane, Dalston, Gent. April 12. Dawes and Son, Angell court, Throgmorton st

Miller, Sarah, Ramsgate, Kent. March 31. Mercer, Ramsgate

Nance, Andrew, Portsea, Esq. May 1. Edgcombe and Cole, Portsea

O'Brien, John Henry, Boldre, Hants, a Commander in R.N. April 2. Hubbard, Southampton buildings

Pitchard, Henry, Queen st, Cheapside, Auctioneer. May 1. Shepheard and Sons, Finsbury circus

Smith, Samuel, North Hill, Colchester, Fruiterer. May 10. Smythies and Co, North Hill

Sykes, Mary, Mansfield Woodhouse, Nottingham. April 12. Satchell and Chapple, Queen st, Cheapside

Thomas, James, Shirehampton, Gloucester, Farmer. April 1. Bedell, Bristol

Waring, Anne Musgrave, Shirehampton, Gloucester. April 30. Fry and Co, Bristol

Waterhouse, David, Horsforth, York, Delver. April 2. Malcolm, Leeds

Wilson, Joseph, Woodhorn, Northumberland, Gent. April 25. Bainbridge and Millican, Alston

FRIDAY, Mar. 8, 1878.

Baker, Mary, Kingston-upon-Thames, Surrey. April 20. Letts Bros, Burdett's buildings, Holborn circus

Balch, John, Bruton, Gent. April 20. Russ, Castle Cary

Bannerman, Sir Alexander, Bart, Crimonmogate, Aberdeenshire. April 21. Capron Dalton and Co, Savile place, Conduit street

Bartlett, Benjamin Pearson, Penge, Warehouseman. April 20. Letts Bros, Bartlett's buildings, Holborn circus

Beale, Samuel William, St. John st, Clerkenwell, Licensed Victualler. May 9. Stapleton, Bishopsgate st Without

Beeson, Thomas, Barkby Thorpe. May 4. Ingram and Moore, Leicester

Bigby, Elizabeth, Adelaide road, Shepherd's bush. April 1. Baker and Co., Lincoln's-inn-fields

Boulton, Richard, Middleton-Tyas, York, Esq. April 15. Longbourne, Lincoln's-inn-fields

Clark, George, Caledonian road, Islington, Gentleman. April 17. Brown, Lincoln's-inn-fields

Cockerton, Henry Miles, Montgomery, Surgeon. May 1. Digby and Little, Circus place, Finsbury circus

Cooper, William, Great Russell street, Bloomsbury, Barrister-at-law. April 6. Tidy and Co, Sackville st, Piccadilly

Dobree, John Robert, Russell sq, Pawnbroker. June 15. Comins Great Portland st

Earp, George, Tunstall, Stafford, Plumber. March 28. Hollinshead, Tunstall

Evans, Mary, Louth, Lincoln. June 4. Bell, Louth

Fairclough, Robert, Burtonwood, Lancaster, Farmer. May 1. Buckton, Warrington

Fensham, Daniel Wyatt, Forest Hill, Kent, Licensed Victualler. April 10. Willicombe, Fenchurch street

Gode, Frederick, Cheshunt, Hertford, Plumber. April 20. Allsup, Waltham Abbey

Gray, Lucy, Yeovil, Somerset. April 25. Bennett, Bruton

Green, Edward, Heavitree, Devon, Draper. April 30. Freeman, Gutter lane, Cheapside

Hill, Eliza, Portsmouth. May 1. Edgcombe and Cole, Portsea

Jennings, Richard George, Clifton road, Norbiton, Surrey, Artist. April 20. Letts Bros, Bartlett's buildings, Holborn circus

Kempson, John, Shillington, Bedford, Gent. March 25. Wright, Hitchin

Leslie, Lewis James, Margaret st, Cavendish sq, Auctioneer. June 1. Baileys and Co, Berners st

Lewis, David, Newport Monmouth, Carpenter. May 1. Llewellin, Newport

Lundie, William, Louth, Lincoln, Gent. May 6. Bell, Louth

Morris, George, Binstead, Isle of Wight, Gent. April 2. Bockingsale, Newport

Pepler, Joseph, Bruton, Somerset, Gent. April 25. Bennett, Bruton

Price, Simon, Taviton st, Gordon sq, Commission Merchant. April 13. Horsley, Bull and Mouth st

Pryor, Juliana, Baldock, Hertford. March 24. Balderston, Bedford row

Raines, Rev Edward John, Stillingfleet, York. April 15. Williams, Birkenhead

Rendell, Thomas, Oriental st, Poplar, Gent. April 17. Brown, Lincoln's-inn-fields

Sargent, John Langton, Trinity, Jersey, Esq. May 1. Horne and Hunter, Lincoln's-inn-fields

Sutcliffe, Frances Mary, Kensington Park road. May 1. Sutcliffe and Summers, New Bridge st

Tapley, Thomas Harden, Sandringham road, North End, Turville, Henley-on-Thames. April 20. Letts Bros, Bartlett's buildings, Holborn circus

Temple, George, Brockley, Kent, Gent. May 1. Flux and Co, East India avenue

Walmsley, Benjamin, Robert, Wellington road, Leeds. May 1. Middleton and sons, Leeds

Williams, Ellen, Liverpool. April 5. Bremner and Co, Liverpool

TUESDAY, Mar. 12, 1878.

Churchman, George, Forest Hill, Kent, Gent. April 30. Fielder and Sumner, Godliman st, Doctors' commons

Eyre, Arthur, Castle Donington, Leicester, Farmer. May 30. Richards and Woodward, Nottingham

Fairbank, Francis Carbutt, Doncaster, Surgeon. April 16. Fisher, Doncaster

Greaves, William, Ecclesfield, York, Farmer. May 1. Greaves and Allen, Sheffield

Hemmant, Thomas, Royal Leamington Spa, Warwick, Gent. April 12. Russell and Blaker, Leamington

Hogg, William, Chatham, Gent. April 16. Stephenson, Rochester

Howorth, William, Stirton, York, Farmer. June 7. Heelis, Skipton

Kershaw, James, Rochdale, Lancaster, Gent. April 13. Jackson, Rochdale

King, Sarah, Baker st, Marylebone. April 15. Gell, Lewes

Martin, Charles, Derby, Builder. April 6. Leech, Derby

Robinson, Richard, Crewe, Chester, Builder. April 6. Pointon, Crewe

Robinson, William, Skipton, York, Basket Maker. June 7. Heelis, Skipton

Sherlock, Richard, Derby, Gent. April 6. Leech, Derby

Silvester, George, Horsham, Sussex, Innkeeper. April 3. Coole, Horsham

Staff, Martha, Easton Mandil, Northampton. April 30. Burnham and Henry, Wellingborough.

Stanley, Edward, Broadway, Worcester, Farmer. April 6. Griffiths Chipping Campden

Tillotson, Thomas Knowles, Whatton House, Leicester, Esq. May 8. Bateman, Derby

Turner, Rachel, Camden rd. April 12. Russell and Baker, Leamington

Uwins, William, Horsham, Sussex, Saddler. May 1. Coole, Horsham

Walshaw, Hannah, Neithrop, Oxford. April 8. Kilby and Mace, Banbury

Western, Margaret, Wood st, Woolwich. April 15. Western and Sons, Essex st, Strand

Whitaker, Henry, Todmorden, York, Plumber. May 1. Gould, Todmorden

Wilson, Forrester, Hambledon, Hants, Esq. March 30. Edgell, Kingston-on-Thames

### Bankrupts.

FRIDAY, Mar. 8, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abrahams, Henry, Westminster Bridge rd, Glass dealer. Pet Mar 7. Pepys. Mar 27 at 12

Clack, William Henry, Beethoven street, Harrow road, Builder. Pet Mar 5. Hazlitt. Mar 22 at 11

To Surrender in the Country.

Ball, Thomas, Birmingham, Baker. Pet Mar 4. Cole. Birmingham Mar 25 at 2

Bassett, George, and James Roland Atkins, Birmingham, Factors. Pet Mar 4. Cole. Birmingham, Mar 21 at 3

Bolton, Francis George, Eastbourne, Butcher. Pet Mar 5. Blaker. Lewes, Mar 22 at 12

Dearaley, George, Middlesborough, Builder. Pet Mar 5. Crosby. Stockton-on-Tees, Mar 21 at 3

Howell, David, Llsvane, nr Cardiff, Grocer. Pet Mar 4. Langley. Cardiff, Mar 20 at 2

Hughes, David, Corwen, Merioneth, Draper. Pet Mar 6. Reid. Wrexham, Mar 20 at 3

Jackson, John, Eccles, Lancashire, Builder. Pet Mar 6. Hulton. Salford, Mar 27 at 11

Osborne, William Joseph, Stoke-upon-Trent, Corn Merchant. Pet Mar 6. Keary. Stoke-upon-Trent, Mar 20 at 2

Peacock, James, Leeds, Wine Seller. Pet Mar 5. Marshall. Leeds, Mar 27 at 11

Young, Henry, Guisborough, York, Builder. Pet Mar 1. Crosby. Stockton-on-Tees, Mar 20 at 31.5

TUESDAY, Mar. 12, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Manning, John Samuel, Goswell rd, Clerkenwell, Baker. Pet Mar 7. Pepys. Mar 27 at 12

To Surrender in the Country.

Baker, Henry, Newmarket All Saints, Cambridge, Grocer. Pet Mar 9 Eaden. Cambridge, Mar 23 at 2

Bowman, John, Bradford, Boot Merchant. Pet Mar 7. Robinson. Bradford, Mar 26 at 9

Brinnor, Joseph, Bromborough, Cheshire, Grocer. Pet Mar 9. Williams. Birkenhead, Mar 26 at 12
Dean, Thomas, Manchester, Confectioner. Pet Mar 7. Kay. Manchester, Mar 25 at 10.30
Heaton, Luther, Dewsbury, Manufacturing Chemist. Pet Mar 7. Nelson. Dewsbury, Mar 28 at 12
Lead, John, Leicester, Wholesale Boot Manufacturer. Pet Mar 8. Ingram. Leicester, Mar 26 at 12
Leetham, Arthur, and Frederick Peters, Kingston-upon-Hull, Iron Merchants. Pet Mar 7. Rollit. Kingston-upon-Hull, Mar 26 at 3
Medlicote, Richard Herbert, Shrewsbury, Spirit Merchant. Pet Mar 8. Peake. Shrewsbury, Mar 23 at 2
Simms, Alfred, Birmingham, Butcher. Pet Mar 8. Parry. Birmingham, Mar 28 at 2
Waters, John, Hibaldstow, Lincoln, Miller. Pet Mar 4. Daubney. Great Grimsby, Mar 25 at 11 30
Weston, William, Kingston-upon-Hull, Tailor. Pet Mar 9, Rollit. Kingston-upon-Hull, Mar 26 at 3

## BANKRUPTCIES ANNULLED.

FRIDAY, Mar. 8, 1878.

Maidstone, Viscount, Victoria st, Westminster. Feb 28
Pyrke, Sidney Herbert, Beckenham, Clothier. Mar 4

TUESDAY, Mar. 12, 1878.

Evans, William, Cardiff, General Merchant. Dec 29

## Liquidations by Arrangement.

### FIRST MEETINGS OF CREDITORS.

FRIDAY, Mar. 8, 1878.

Bargate, Thomas, Middlesborough, Builder. Mar 15 at 3.30 at the Corporation Hotel, Middlesborough. Dodds and Co
Baxter, Samuel, Salford, Plumber. Mar 22 at 3 at offices of Blair, St James sq, Manchester
Baxter, William, Birmingham, Woollen Warehouseman. Mar 21 at 3 at offices of Fallows, Cherry st, Birmingham
Bentley, Edward, Pateley bridge, York, Hemp Spinner. Mar 18 at 12 at the Queen's Hotel, Leeds. Stead and Sibree, Kingston-upon-Hull
Blakey, William, Buslingthorpe, Leeds, Wheelwright. Mar 20 at 3 at offices of Eddison, Albion st, Leeds
Bloom, Robert, Ipswich, Saddler. Mar 23 at 1 at Pearce's Rooms, Princes st, Ipswich. Hill, Ipswich
Booth, George Edmund, Oldham, Builder. Mar 20 at 3 at offices of Murray and Wrigley, Clegg st, Oldham
Bowyer, James, Weaverham, Cheshire, Innkeeper. Mar 19 at 11 at offices of Fletcher, Northwich
Braithwaite, William, Nottingham, Grocer. Mar 22 at 12 at offices of Wells and Hind, Fletchergate, Nottingham
Broadbear, William Charles, Bristol, Builder. Mar 16 at 11 at offices of Meeres, Nicholas st, Bristol
Budarus, George Louis, Cheapside, Silk Agent. Mar 26 at 2 at offices of Sturt, Ironmonger lane
Campbell, James Alfred, Little Britain, Skirt Manufacturer. Mar 27 at 3 at the Cannon st Hotel, Cannon st. Hensman and Nicholson
Cantwell, Thomas, Standlake, Oxford, Innkeeper. Mar 23 at 2 at the Queen's Hotel, Abingdon. Buckland
Cavargna, Joseph, Manchester, Restaurant Keeper. Mar 28 at 12 at offices of Sutton and Harding, Cooper st, Manchester. Farrington, Manchester
Chilton, Peter, Dewsbury, Salop, Beerseller. Mar 25 at 12 at offices of Harries, Dawley
Clifford, John, Great St Andrew's st, Bloomsbury, Bird Dealer. Mar 26 at 2.30 at offices of Brown, Basinghall st
Cobb, Mary Ann, Salford, Furniture Dealer. Mar 27 at 3 at offices of Butcher, Princess st, Manchester. Farrington, Manchester
Cockram, Frederick Benjamin, Halifax, Bookseller. Mar 22 at 3 at offices of Boocock, Halifax
Cox, Martha Ward, Wallingford, Berks, Grocer. Mar 20 at 2 at the George Hotel, King st, Reading. Hodges and Co
Currie, Thomas, Nottingham, Draper. Mar 26 at 11 at Moot Hall chambers, Friar lane, Nottingham. Black
Dalton, George, Carlisle, Draper. Mar 21 at 3 at the Lion and Lamb Hotel, Scotch st, Carlisle. Wannop, Carlisle
Deane, Louisa, Nile st, Hexton, Cheesemonger. Mar 25 at 3 at 162, Fleet st. Kempner
Dewhirst, Richard, Blackpool, Printer. Mar 20 at 3 at offices of Sykes Adelaide st, Blackpool
Dorney, Jerome Vincent, Fenchurch st, Commission Merchant. Mar 18 at 3 at offices of Good and Co, Bucklersbury. Philp, Budge row
Duffell, John, Tipton, Stafford, Boat Builder. Mar 18 at 10.30 at offices of Jackson, High st, West Bromwich
Ellis, Thomas, The Brook, Lancashire, Contractor. Mar 25 at 2 at offices of Sheen and Broadhurst, North John st, Liverpool. Gee, Liverpool
Emmott, James, Bradford, York, Machine Wool Comber. Mar 20 at 10.30 at offices of Hutchinson, Piccadilly chambers, Bradford
Fellows, George, Bilston, Stafford, Stonemason. Mar 23 at 11 at offices of Langman, Church st, Bilston
Fesch, Christian Adolphus, Fenchurch st, Merchant. April 5 at 2 at offices of Michael and Co, Old Jewry
Forbes, John, Ardwick, Manchester, Travelling Draper. Mar 20 at 3 at offices of Needham and Co, York st, Manchester
Fowler, John Seymour, Liverpool, Solicitor. Mar 29 at 2 at offices of Eley, Lord st, Liverpool
Fox, Charles, Pembridge, Hereford, Farmer. Mar 20 at 2 at offices of Moore, Corn sq, Leominster
Francis, James William, Deptford, Locksmith. Mar 23 at 2.30 at 43, Bishopsgate st without. Jackson
Gendle, William Francis, Penryn, Cornwall, Draper. Mar 21 at 11 at the Half Moon Hotel, Penryn. Paull, Truro
Gilbert, Joseph, Longford, Warwick, Elastic Web Manufacturer. Mar 23 at 10.30 at offices of Hughes and Masser, Little Park st, Coventry
Gray, Christiana, Canterbury, Licensed Victualler. Mar 26 at 12 at offices of Bateman, St Peter st, Canterbury. McLachlan, Metropolitan chambers, Broad st
Green, John Edwin, Brentwood, Essex, Commission Agent. Mar 25 at 10 at offices of Evans and Eagles, John st, Bedford row
Griffiths, John, Ruabon, Denbigh, Farmer. Mar 19 at 11 at offices of Hughes, Regent st, Wrexham
Grindrod, Isaac, Blackpool, Watchmaker. Mar 22 at 2 at offices of Dean, Central Beach, Blackpool
Grose, Nicholas, jun, Roche, Cornwall, Draper. Mar 22 at 1 at the White Hart, St Austell. Whitefield, St Columb
Harry, Richard, Flimby, Cumberland, Grocer. Mar 26 at 11 at offices of Collin, Kirkby st, Maryport
Harwood, George, Bridgewater, Somerset, Mariner. Mar 25 at 2 at offices of Brice, York buildings, Bridgewater
Heal, Henry, Burnham, Somerset, Butcher. Mar 16 at 11 at the Clarence Hotel, Burnham. Chapman, Bridgewater
Heayman, Henry, Chipstead, Kent, out of business. Mar 20 at 11.30 at the George Inn, Chipstead. Palmer, Tunbridge
Hodge, William Prouse, Great Grimsby, Smack Owner. Mar 21 at 12 at offices of Grange and Wintringham, St Mary's chambers, West St Mary's gate, Great Grimsby
Holt, John, Joseph Holt, and Thomas Holt, Derby, Timber Merchants. Mar 18 at 1 at offices of Hextall, Full st, Derby
Horley, Joseph, jun., Bermondsey, General Shopkeeper. Mar 16 at 2 at offices of Bilton, Vassall rd, Camberwell New rd
Horton, James, Birmingham, Coal Dealer. Mar 21 at 12 at offices of Wilson, Bennett's hill, Birmingham. Cowdell, Birmingham
Jackson, Thomas, Hutton Rudby, York, Grocer. Mar 21 at 3 at offices of Peacock, Zetland rd, Middlesborough
Jefferys, John Compton, Tottenham court rd, Fancy Jewellery Merchant. Mar 26 at 2 at offices of Beyfus and Beyfus, Lincoln's inn fields
Jerningham, Adolphus Frederick, Great College st, Westminster, Civil Engineer. Mar 27 at 3 at offices of Ditton, Ironmonger lane
Jewell, William, and William John Jewell, Bristol, Cabinet Makers. Mar 21 at 3 at offices of Baker and Langworthy, Stephen st, Bristol
John, Llewellyn, Loughor, Glamorgan, Grocer. Mar 21 at 3 at 18, York st, Swansea
Jones, William, Crewe, Cheshire, Publican. Mar 19 at 11 at the Red Bull Inn, Market st, Crewe. Pointon, Crewe
Jonson, Charles Frederick, Plymouth, Refreshment House Keeper. Mar 19 at 12 at offices of Rodda, Courtenay st, Plymouth
Judd, Alfred Stokes, and Samuel William Hawkings, York st, Mile End, Builders. Mar 21 at 2 at the Guildhall Coffee House, Guildhall. Harper and Co, Rood lane
Kettle, John Thomas, Newcastle-upon-Tyne, Tailor. Mar 21 at 11 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne
Knapton, John, Cleckheaton, York, Manufacturer. Mar 22 at 3 at offices of Curry, Cleckheaton
Lambert, Henry, Stockton-on-Tees, Beerhouse Keeper. Mar 18 at 11 at offices of Best, Market Cross chambers, Stockton-on-Tees
Lawledge, Joseph Elliott, Vere st, Cavendish sq, Court Milliner. Mar 21 at 2 at offices of Weed and White, Draper's gardens, Throgmorton avenue
Leary, Andrew, Liverpool, Builder. Mar 25 at 3 at offices of Yates and Co, Water st, Liverpool
Leonard, Edward, Cheltenham, Printer. Mar 22 at 3 at offices of Heath, Regent st, Cheltenham
Lewis, George, and David Lewis, Swansea, Butchers. Mar 19 at 11 at offices of Leyson, Fisher st, Swansea
Lewis, Thomas, Oldbury, Greengrocer. Mar 22 at 11 at offices of Shakespeare, Church st, Oldbury
Lidstone, Frederick Bartlett, Exeter, Auctioneer. Mar 25 at 3 at offices of Fewings, Queen st, Exeter. Friend, Exeter
Litson, William Fry, Standard hill, Nottingham, Clothier. Mar 23 at 3 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham
Loftus, Harry, Kingston-upon-Hull, Draper. Mar 20 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers, Kingston-upon-Hull
Loughton, James Adlard, Leamington, Innkeeper. Mar 21 at 3 at offices of Wright and Hassall, Dormer place, Leamington
Lovegrove, William Henry, Page Green, Tottenham, Hay Salesman. Mar 15 at 2 at offices of Farnell, Fenchurch st
Lynn, George Henry, Stroud, Gloucester, Innkeeper. Mar 25 at 3 at the New Inn, Gloucester. Pruen, Cheltenham
Marshall, Frederick, Greenheys, Manchester, out of business. Mar 23 at 11 at offices of Slater and Poole, Norfolk st, Manchester
Melhuish, William, Liverpool, Flour Dealer. Mar 26 at 3 at 11, South John st, Liverpool. Daggers, Liverpool
Meredith, William, Cleobury Mortimer, Salop, Ale Dealer. Mar 21 at 3 at 35, Church st, Kidderminster. Talbot
Midghall, Richard, Preston, Joiner. Mar 21 at 3 at offices of Thompson, Lune st, Preston
Mitchell, John Lawrence, and Henry Mitchell, Aldersgate st, Merchants. Mar 21 at 3 at the Guildhall Tavern, Gresham st. Dommett
Motteram, William George, and Thomas Motteram, Birmingham, Beer Machine Makers. Mar 21 at 3 at offices of Butler and Bickley, Bennett's hill, Birmingham
Mules, John, Milford Haven, Pembroke, Grocer. Mar 22 at 11 at offices of Evans, Haverfordwest
Muller, Viard, New Church rd, Camberwell rd, Surrey, Varnish Manufacturer. Mar 27 at 2 at offices of Poole and Hughes, Chancery lane
Newcomb, Thomas, Middlesborough, Undertaker. Mar 19 at 2.30 at the Temperance Hotel, Linthorpe rd, Middlesborough. Bainbridge and Barnley, Middlesborough
Nuttall, James, Chowbent, Lancashire, Builder. Mar 21 at 3.30 at the Railway Hotel, East Bond st, Leigh, Lancashire. Pearce and Bell, Wigan
Orange, Seth, West Ardsley, York, Innkeeper. Mar 21 at 3 at offices offices of Burton, Wood st, Wakefield
Page, Alfred, Sproughton, Suffolk, Wheelwright. Mar 21 at 11 at Pearce's Rooms, Princes st, Ipswich. Hill, Ipswich
Parsons, George, Mansfield, Mason. Mar 25 at 12 at offices of Hibbert, Clerkson st, Mansfield
Pearce, John Henry, Leicester, Box Manufacturer. Mar 19 at 4 at offices of Payne, Long row east, Nottingham

Pearson, Charles Froggatt, Great Tower st, Wine Merchant. Mar 22 at 3 at the Masons' Hall Tavern, Masons' avenue, Coleman st. Rooks and Co, King st, Cheapside

Phillips, Jenkin, Swansea, Grocer's Assistant. Mar 21 at 3 at offices of Beer, Gloucester place, Swansea

Phillips, Richard, Bettisfield, Flint, Farmer. Mar 20 at 12 at the Black Bear Inn, Whitchurch, Salop. Tennant and Co, Hanley

Pool, Boyce, Wokingham, Berks, Grocer. Mar 20 at 2 at Anderton's Hotel, Fleet st. Cooke, Wokingham

Preece, William, Goodrich, Hereford, Farmer. Mar 22 at 12 at the George Hotel, Ross. Williams, Ross

Rangdale, Mawson, Preston, Newsvendor. Mar 22 at 2 at the Shelly's Arms Hotel, Preston. Sykes, Blackpool

Rees, Jane, Llanfyllin, Montgomery, Innkeeper. Mar 18 at 1 at offices of Pughe, Llanfyllin

Richmond, Edmond, Leicester, Boot Manufacturer. Mar 22 at 3 at offices of Wright, Belvoir st, Leicester

Richmond, Israel, Church lane, Whitechapel, Boot Manufacturer. Mar 20 at 3 at offices of Barnett, Palmerston buildings, Old Broad st

Ridge, John Edward, Railway arches, Princes st, Walworth, Pickle Manufacturer. Mar 21 at 11 at offices of Nunn, Bedford row

Robb, Thomas Kossuth, Birmingham, out of business. Mar 16 at 10 at offices of Fallows, Cherry st, Birmingham

Roberts, John, Mountfields, Shrewsbury, Timber Merchant. Mar 22 at 1 at the Clarendon Hotel, Shrewsbury. Corner, Hereford

Roberts, Thomas, Llantrissant, Glamorgan, Boot Maker. Mar 19 at 3 at offices of Hollier and Williams, Church st, Pontypridd

Robins, Thomas, Accrington, Lancaster, Herbalist. Mar 20 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Whally, Accrington

Sampher, John, Newcastle-under-Lyme, Stafford, Milliner. Mar 18 at 4, at the North Staffordshire Railway Hotel, Stoke-upon-Trent. Turner, Newcastle

Sanderson, John, Royton, Lancaster, Stonemason. Mar 25 at 3 at offices of Cockroft, Wellington chambers, Rochdale

Sansum, Edward Richard, Preston, Lancashire, Monumental Maker. Mar 21 at 11 at the Shelley's Arms Hotel, Preston, Ambler, Preston

Scheve, Frederic William, Kentish Town rd, Music Hall Manager. Mar 18 at 3 at offices of Sydney, High Holborn

Shanks, Thomas, Washington, Durham, Builder. Mar 19 at 11 at offices of Stanford, Collingwood st, Newcastle-on-Tyne

Smalley, Walter, Leicester, Hatter. Mar 25 at 12 at offices of Wright, Belvoir st, Leicester

South, George, Sheffield, Carter. Mar 19 at 11 at offices of Porrett, Bank st, Sheffield

Stickley, James, High Holborn, Gold Beater. Mar 21 at 3 at the Law Institution, Chancery lane. Greatorex, Chancery lane

Stonehouse, Henry, Kingston-upon-Hull, Grocer's Outfitter. Mar 21 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers, Hull

Stott, Irvine, Bradford, York, Roller Coverer. Mar 21 at 3.30 at offices of Neill, Kirkgate, Bradford

Tannerfield, Alexander, Foster lane, Cheapside, Tailor. Mar 18 at 3 at 11, Austin Friars. Webb and Webb

Taylor, Benjamin, Skelmanthorpe, nr Huddersfield, Grocer. Mar 19 at 3 at offices of Dransfield, Ramsden st, Huddersfield

Taylor, Charles, Stockport, Joiner. Mar 20 at 11 at offices of Newton, Bank chambers, Market place, Stockport

Taylor, Joseph, Southwick, Durham, Grocer. Mar 25 at 2 at offices of Walthew, West Sunniside, Sunderland

Thew, Thomas, South Shields, Grocer. Mar 25 at 3 at offices of Kirkley, Dean st, South Shields

Thomas, Evan Wynne, Portmadoc, Carnarvon, Shoemaker. Mar 21 at 1 at offices of Jones and Jones, Brecon place, Portmadoc

Tingle, Shaw Smith, Dewsbury, Wholesale Druggist. Mar 25 at 2.30 at offices of Stapleton, Union st, Dewsbury

Walker, Thomas Laycock, Bradford, York, Painter. Mar 20 at 11 at offices of Berry and Robinson, Charles st, Bradford

Watson, Joseph, Dudley, Worcester, Licensed Victualler. Mar 22 at 4 at offices of Warmington, Castle st, Dudley

Watts, Charles Henry, and Walter Myrtle Cotter, Liverpool, Stationers. Mar 20 at 2 at offices of Horan, Sweeting st, Liverpool. Fildes, Liverpool

Williams, Evan, Pembrey, Carmarthen, Grocer. Mar 22 at 1 at offices of Thomas and Browne, Lower Market st, Carmarthen

Willits, John Coats, Cullercoats, Northumberland, Fruiterer. Mar 20 at 3 at the Albion Hotel, North Shields. Whitehorn, North Shields

Wilson, Thomas Robert, Coxhoe, Durham, Innkeeper. Mar 21 at 11 at offices of Hunton and Bolsover, High st, Stockton-on-Tees

Winder, John Green, and James John Harrop, Manchester, Oil Merchants. Mar 26 at 3 at offices of Grundy and Kershaw, Booth st, Manchester

Young, Thomas, South Shields, Builder. Mar 22 at 3 at offices of Kirkley, Dean st, South Shields

TUESDAY, Mar. 12, 1878.

Albutt, George, Birmingham, Coal Dealer. Mar 26 at 12 at offices of Wilson, Bennett's hill, Birmingham. Cowdell, Birmingham

Allcock, Benjamin, Kidderminster, Worcester, out of business. Mar 23 at 11 at offices of Miller and Co, Church st, Kidderminster

Andrews, William, Nobold, Salop, Farmer. Mar 29 at 12 at the Crown Hotel, Shrewsbury. Corner, Hereford

Arnold, Joseph Wing, Forest rd, Dalston, Provision Dealer. Mar 21 at 2 at 19, Worship st, Finsbury. Fenton, Highgate

Ash, Samuel, Melton Mowbray, Leicester, Grocer. Mar 26 at 12 at offices of Harvey, Selborne buildings, Millstone lane, Leicester

Back, William, Birmingham, Builder. Mar 25 at 11 at offices of Fowke, Ann st, Birmingham

Barnes, Thomas Addison, Wrexham, Denbigh, Mining Engineer. Mar 23 at 10.30 at offices of Sherratt, Regent st, Wrexham

Barton, Thomas, Llong, Flint, Innkeeper. Mar 26 at 2 at the Queen Hotel, Chester. Kelly and Keene, Mold

Bass, Henry, Harrogate, York, Estate Agent. Mar 26 at 12 at offices of Hirst and Capes, Harrogate

Bobbam, Benjamin, Whitecross st, St Luke's, Corn Dealer. Mar 21 at 3 at 19, Worship st, Finsbury. Fenton, Highgate

Bennett, Thomas, Sanford, Hatter. Mar 25 at 3 at offices of Harris, Blue Boar court, Manchester

Binning, John, Rooksbridge, Somerset, Butcher. Mar 25 at 11 at offices of Balch, Julia terrace, Burnham

Bissell, James, Wolverhampton, Brush Manufacturer. Mar 26 at 11 at offices of Smith, St Peter's close, Wolverhampton

Bladen, William Wells, Wolstanton, Stafford, Commission Agent. Mar 23 at 12 at offices of Tennant and Co, Cheapside, Hanley

Bloxam, George Frederick, Regent st, Wine Merchant. Mar 21 at 3 at offices of Smith, Clement's lane. Emmott, Budge row

Brantingham, George, West Rainton, Durham, Grocer. Mar 25 at 3 at offices of Bell, Lambton st, Sunderland

Bridges, Joshua, Stourbridge, Worcester, Innkeeper. Mar 25 at 11 at the Mitre Inn, High st, Stourbridge. Collis, Stourbridge

Brown, Elijah, Thomas terrace, High st, Borough, Carman. Mar 26 at 2 at offices of Whale, Furnival's inn, Holborn

Brown, Frederick, Leicester, Boot Manufacturer. Mar 27 at 12 at offices of Cox and Palmer, Halford st, Leicester. Harvey, Leicester

Brown, James Moncrieff, Salford, Haberdasher. Mar 25 at 3 at offices of Doyle, Princess st, Manchester

Burland, William, Stogursey, Somerset, Baker. Mar 27 at 2 at offices of Reed and Cook, King sq, Bridgewater

Campbell, William, Birkdale, Lancashire, Plasterer. Mar 25 at 11 at offices of Threlfall, Lord st, Southport

Cartlidge, John, Newcastle-under-Lyme, Stafford, Confectioner. Mar 25 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme

Challenger, Richard Denison, and John Hobson, Kilnhurst, York, Corn Millers. Mar 26 at 11 at offices of Oxley and Co, Westgate, Rotherham

Chandler, Harry Oswald, Appleby Magna, Leicester, out of business. Mar 25 at 12 at offices of Dewes and Musson, Market st, Ashby-de-la-Zouch

Chatterton, Sydney, Coniston, York, Farmer. Mar 22 at 3 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Chinnery, Henry, Penge, Plumber. Mar 22 at 4 at offices of Gregory, Moorgate st

Clark, James, Aylesbury, Buckingham, Innkeeper. Mar 28 at 12 at offices of Fell, Aylesbury

Clarke, William, Queen's rd, Peckham, Provision Merchant. Mar 28 at 3 at offices of Aird, Eastcheap

Cordukes, John, Yarm, York, Grocer. Mar 22 at 11 at offices of Hunton and Bolsover, High st, Stockton-on-Tees

Coulson, James, Caldecott, Rutland, Manager of a Ginger Beer Manufactory. Mar 29 at 3 at offices of Wright, Belvoir st, Leicester

Curtiss, Charles James, Belsize park gardens, Boarding House Keeper. April 8 at 3 at offices of Lawrence and Co, Old Jewry chambers

Dadd, Alfred Daniel, New Nichol st, Shoreditch, Cabinet Maker. Mar 25 at 1 at offices of the Debt Recovery and Liquidation Co, Finsbury place, Finsbury

Davies, David, Carmarthen, Innkeeper. Mar 25 at 10.15 at offices of Griffiths, St Mary st, Carmarthen

Defreee, Maurice, and John Charles Wray, Waterloo rd, Musical Agents. Mar 25 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Dunn, Guildhall chambers

Dickinson, Henry, East Moor, Wakefield, Builder. Mar 21 at 3 at the Royal Hotel, Wood st, Wakefield. Lodge, Wakefield

Dryden, Hugh, and Robert Dryden, Newcastle-upon-Tyne, Timber Merchants. Mar 20 at 1 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Duffell, Thomas, Great Yarmouth, Fruiterer. Mar 26 at 12 at offices Burton and Son, King st, Great Yarmouth

Dyke, Charles, Acrefair, Denbigh, out of employ. Mar 23 at 12 at the Wynnstay Arms Hotel, Wrexham. Blackburne and Allen, Ellesmere

East, William Rackclyeft, Birchfields, Stafford, Picture Dealer. Mar 23 at 3 at offices of Jaques, Cherry st, Birmingham

Eccles, Robert Ellis, Birkenhead, Butcher. Mar 25 at 2 at offices of Thompson and Simm, Hamilton sq, Birkenhead

Eld, John Stowell, Eastbourne, Music Seller. Mar 25 at 2 at the Guildhall Tavern, Gresham st. Hillman

Elgar, Samuel Hurley, Hythe, Kent, Bootmaker. Mar 26 at 2 at the Whitfield Hall, Ashford. Smith, Hythe

Evans, John, Barrow-in-Furness, Grocer. Mar 20 at 3 at the Imperial Hotel, Cornwallis st, Barrow-in-Furness. Williams, Barrow-in-Furness

Evans, John, Holywell, Flint, Tailor. Mar 22 at 1 at offices of Evans, Well st, Holywell

Exley, Benjamin, Shipley, York, Cab Proprietor. Mar 22 at 11 at offices of Terry and Robinson, Market st, Bradford

Finney, Peter, Cowcross st, Cattle Dealer. Mar 25 at 12 at offices of Evans and Eagles, John st, Bedford row

Fisher, Job, Heaton Norris, Lancashire, Coach Builder. Mar 25 at 3 at offices of Brown and Ainsworth, St Petersgate, Stockport

Flanedy, John, Woolwich, Proprietor of the "Woolwich Gazette" and the "Greenwich and Deptford Chronicle." April 2 at 3 at offices of Kimber, Queen st

Franklin, William, Newark-upon-Trent, Miller. Mar 26 at 3 at offices of Bright, Town Club chambers, Wheelergate, Nottingham

Garratt, Samuel, Newnham, Hants, Miller. Mar 27 at 1 at offices of Eve, Victoria rd, Aldershot

Goad, William, Plymouth, Plumber. Mar 12 at 12 at offices of Stanbury, Princess sq, Plymouth

Green, William Bennett, and William James Green, Bakewell, Derby, Upholsterers. Mar 23 at 2 at the Bell Hotel, Sadler gate, Derby. Broomhead, Bakewell

Hall, Edwin, West Bromwich, Wheelwright. Mar 22 at 3 at offices of Shakespeare, Church st, Oldbury

Harden, Charles, Norwich, Baker. Mar 25 at 12 at offices of Cooper, Bank plain, Norwich

Harding, Henry Charles, Wilton, Wilts, out of business. Mar 21 at 11 at the Greyhound Inn, Wilton. Nodder, Salisbury

Harl, Arthur, Norwich, Ironmonger. Mar 23 at 3 at offices of Sadd and Linay, Theatre st, Norwich

Harvey, George, Stoke-upon-Trent, Builder. Mar 21 at 12 at offices of Meyer, Waterloo st, Burslem

Hawkins, Edwards, Bernard st, Bloomsbury, Watch Manufacturer. Mar 25 at 2 at offices of Gamble and Harvey, Gresham buildings, Basinghall st. Lockyer, Gresham buildings

Heyes, Timothy, Bootle, nr Liverpool, Blacksmith. Mar 25 at 3 at offices of Mather, Commerce court, Liverpool

Hocking, Sophia, Whitehall, [Stonehouse, nr Plymouth, Shipowner. Mar 23 at 1 at the George and Railway Hotel, Bristol. Square, Plymouth

Howle, James, Rochdale, Grocer. Mar 25 at 3 at offices of Standring, King st, Rochdale

Hunter, Watson, Hartlepool, Accountant. Mar 22 at 11 at offices of Proud, Market place, Bishop Auckland

Jackson, William, Skelmersdale, Lancashire, Grocer. Mar 23 at 11 at offices of Stuart, King st, Wigan

Jarrett, Joseph, Russell town, Gloucester, out of business. Mar 30 at 11 at offices of Fernyhough, Bridge st, Bristol. Price, Bristol

Jarvis, Caroline, Blythe bridge, Stafford, Earthenware Dealer. Mar 26 at 3 at offices of Clarke and Hawley, Longton

Johnson, Thomas, Eastville, Gloucester, Stoker. Mar 20 at 11 at offices of Price, Bridge st, Bristol

Johnson, Walter, Birmingham, Grocer. Mar 25 at 3 at offices of Duke, Temple row, Birmingham

Jones, Henry William, Kidderminster, Worcester, Plumber. Mar 26 at 3 at offices of Talbot, Church st, Kidderminster

Jones, William, Abercarn, Mon, Grocer. Mar 25 at 3.15 at the Grand Hotel, Bristol. David, Newport

Keneely, Ahmed John, Hanley, Journalist. Mar 23 at 11 at offices of Tennant and Co, Cheapside, Hanley

Knapton, John, Cleckheaton, York, Manufacturer. Mar 22 at 3 at the George Hotel, Bradford, in lieu of the place originally named

Lane, Charles, East Dulwich, Baker. Mar 25 at 2 at offices of Pittman, Guildhall chambers, Basinghall st

Langridge, Arthur Edward, Dunstable, Bedf rd, Straw Hat Manufacturer. Mar 26 at 11 at offices of Benning and Son, West st, Dunstable

Malone, Andrew, Chorlton-upon-Medlock, Manchester, Beerhouse Manager. Mar 27 at 3 at offices of Eltoft, King st, Manchester

Mann, Samuel Lovejoy, Upper Thames st, Builder. April 2 at 2 at 111, Cheapside. Wild and Co, Ironmonger lane

Maude, James, Rochdale, Plumber. Mar 27 at 2.30 at offices of Brierley, Butts avenue, Rochdale

Mayner, George, Birmingham, out of business. Mar 23 at 11 at offices of Fitter, Bennett's hill, Birmingham

McDermott, Edward, Cheltenham, Boot Maker. Mar 26 at 11 at offices of Pruen, Regent st, Cheltenham

McIntyre, James, Hulme, Plumber. April 4 at 3 at offices of Smith and Boyer, Brazennose st, Manchester

McKay, John, Hanley, no occupation. Mar 21 at 11.30 at the Crown Hotel, Stoke. Stevenson, Hanley

Mitchell, William, Fairford, Gloucester, Carpenter. Mar 21 at 2 at the Bull Hotel, Fairford. Iles, Fairford

Morgan, Caleb Heward Taylor, Watledge, Gloucester. Mar 30 at 11 at offices of Davies and Stephens, King st, Gloucester

Morgan, John, Kington, Hereford, Boot Dealer. Mar 25 at 2.30 at of Sibly, Exchange west, Bristol

Morison, Eugene Michael, Cardiff, Ship Chandler. Mar 26 at 3 at the Royal Hotel, St Mary st, Cardiff. Ingledew and Co, Cardiff

Mugford, William, Heavitree, Devon, Bui der. Mar 27 at 3 at the Castle Hotel, Castle st, Exeter. Friend, Exeter

Munden, William, Bavingham, York, Farmer. Mar 26 at 11 at the George Hotel, Malton. Jackson, Malton

Nathan, Phineas, West Hartlepool, out of business. Mar 26 at 3 at offices of Bell, Church st, West Hartlepool

Neale, Frederick, Shipston-on-Stour, Worcester, Hotel Keeper. Mar 25 at 1 at the George Hotel, Shipston-on-Stour. Lane, Stratford-upon-Avon

Nix, Frank, Stow Maries, Essex, Farmer. Mar 25 at 11 at offices of Digby and Ellis, Silver st, Maldon

Nye, William George, Beckenham, Kent, Butcher. Mar 22 at 3 at offices of Gregory, Moorgate st

Oates, Robert, Leeds, Plumber. Mar 22 at 12 at offices of Lowrey, South parade, Leeds. Malcolm

Oliver, George, Templecombe, Somerset, Shoemaker. Mar 25 at 3 at the Greyhound Hotel, Wincanton. Davies, Sherborne

Parker, George Gaskarth, Seymour st, Euston sq, Hosier. Mar 29 at 2 at 145, Cheapside. Croft

Parkinson, David, Lancashire, Tailor. Mar 28 at 12 at offices of Johnson and Tilley, Sun st, Lancashire

Peace, Elizabeth, Hereford, Saddler. Mar 25 at 12 at offices of Sibly, Exchange west, Bristol

Phillips, David, Beaufort hill, Brecon, Grocer. Mar 27 at 2 at the Queen's Hotel, Newport. Shepard, Tredegar

Pierson, Mark, Bollington, Cheshire, Farmer. April 3 at 2 at the George Hotel, Jordangate, Macclesfield. Parrott and Co

Pollard, Henry James, Worthing, Railway Carrier. April 3 at 3 at the Steyne Hotel, Worthing. Verral, Worthing

Pratt, George, Leeds, Innkeeper. Mar 26 at 1 at offices of Dunning and Key, Butt's court, Leeds

Preston, Edward, Preston, Beerseller. Mar 25 at 3 at offices of Forshaw and Parker, Cannon st, Preston

Raper, Elizabeth, Esh, Durham, Grocer. Mar 26 at 11 at offices of Sale, 14, Elvet bridge, Durham

Rau, Frederick, Hertford, Licensed Victualler. Mar 25 at 2 at 122, Holborn. Armstrong and Bowers, Hertford

Rayner, William, and Alfred Spurgeon, London place, Hackney, Chair Manufacturers. Mar 25 at 3 at offices of McLachlan, Metropolitan chambers, Broad st

Rees, William, Trapp st, Bethnal green, out of business. Mar 20 at 3 at offices of Cooper, Chancery lane

Richards, Lydia, Walsall, Boot Dealer. Mar 25 at 3 at offices of Wright and Marshall, Townhall chambers, New st, Birmingham

Riley, William, Hulme, Boot Dealer. Mar 29 at 3 at offices of Eltoft, King st, Manchester

Robinson, Howard William, and Edwin Perkins Marley, Birmingham, Timber Merchants. Mar 25 at 2 at offices of Tribe and Co, Albion chambers, Bristol. Osborne and Co, Bristol

Rowland, Thomas, St Helen's, Lancashire, Licensed Victualler. Mar 25 at 3 at offices of Barrell and Rodway, Lord st, Liverpool

Rogerson, Samuel, Northwich, Cheshire, Pork Butcher. Mar 22 at 11 at offices of Green and Dixon, Northwich

Rought, Henry Cooke, Brynmawr, Brecon, Grocer. Mar 27 at 12 at the Great Western Hotel, Abergavenny. Browne, Abergavenny

Rush, Patrick, Middlewich, Cheshire, Grocer. Mar 30 at 11 at offices of Cooke and Cooke, Middlewich

Scott, Francis Heath, Huntingdon st, Hoxton, Piano Maker. Mar 21 at 4 at 19, Worship st, Finsbury. Fenton, Highgate

Shaw, John, Old Bradwell, Buckingham, Contractor. Mar 25 at 12 at the Bletchley Park Hotel, Bletchley, Bucks. Bull, Newport Pagnell, Bucks

Shrewsbury, Elizabeth, and Robert Howard, Birmingham, Lead Merchants. Mar 29 at 3 at the Queen's Hotel, New st, Birmingham. Saunders and Bradbury, Birmingham

Sinforth, Isabella, Coleshill, Warwick, Carrier. Mar 27 at 11 at offices of Blewitt, Waterloo st, Birmingham

Skipsey, Cuthbert, and James Skipsey, Sunderland, Grocers. Mar 22 at 11 at offices of Lawson, Villiers st, Sunderland

Slight, James Archibald, Newcastle-upon-Tyne, Leather Merchant. Mar 22 at 11.30 at offices of Blacklock and White, Grey st, Newcastle-upon-Tyne

Smith, Margaret, Tenby, Confectioner. Mar 28 at 11 at offices of Lock, St Julian st, Tenby

Smith, Robert, and Robert Henry Smith, Addle st, Wire Manufacturers. Mar 26 at 10.30 at the Cutlers' Hall, Church st, Sheffield. Chubb, Pancras lane, Cheapside

Stanley, Thomas Whitaker, Leeds, Wine Merchant. Mar 25 at 2 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds

Stott, Thomas, Brighton, Ironmonger. Mar 26 at 2 at the Cannon st Hotel, London. Brandreth, Brighton

Stuart, Francis French, Richmond, Beer Merchant. Mar 26 at 3 at offices of Peckham and Co, Knightrider st, Doctors' commons

Sugden, Samuel, Wyke Bottom, York, Leather Dealer. Mar 19 at 11 at offices of Sykes, Heckmondwike

Swain, Thomas, jun, Sandbach, Cheshire, Travelling Tailor. Mar 28 at 11 at 75, Market st, Crewe. Pointon

Tailor, James, and James Olds, Aston, Warwick, Builders. Mar 22 at 11 at offices of Davies, Bennett's hill, Birmingham

Taylor, Thomas, Cosseley, nr Bilston, Innkeeper. Mar 27 at 12 at offices of Stanley, Washington buildings, Queen st, Wolverhampton

Thomas, Thomas, Neath, Glamorgan, Draper. Mar 22 at 12 at offices of Thomas, Queen st, Neath

Thubron, Thomas, and John Philips, West Hartlepool, Durham, Contractors. Mar 29 at 3 at offices of Bell, Church st, West Hartlepool

Tomkins, John, Buckingham, Cabinet Maker. Mar 22 at 2 at the Swan and Castle Hotel, Buckingham. Kilby and Mace, Banbury

Turner, Charles William, Foster place, Clapham, Bootmaker. Mar 29 at 1 at offices of Watkin, Gray's inn sq

Turner, Isaac, Birmingham, Gas Fitting Maker. Mar 22 at 10.30 at offices of James, Temple st, Birmingham

Turner, James, Leeds, Restaurant Proprietor. Mar 28 at 3 at offices of Burrell and Pickard, Albion st, Leeds. Clarke

Venton, Oliver Cromwell, Chippenham, Wilts, Engineer. Mar 27 at 12 at offices of Keary and Co, High st, Chippenham

Walker, Thomas, Nottingham, Builder. Mar 27 at 11 at the Assembly Rooms, Low pavement, Nottingh m. Black

Walker, William, Castleford, York, Builder. Mar 25 at 2 at the Commercial Hotel, Leeds. Kaberry, Castleford

Whipham, Frederick Septimus, Guildford st, Russell sq, Clerk in H.M.'s Gen Post Office. Mar 25 at 3 at offices of Haigh and Agar, Gresham st

Williams, Edwin, Barrow-in-Furness, Plumber. Mar 26 at 11 at the Imperial Hotel, Barrow-in-Furness. Nalder and Sanders, Duke st, Barrow-in-Furness

Williams, Jenkin, Pencoed, Glamorgan, Cattle Dealer. Mar 30 at 12 at 6, Church st, Pontypridd. Thomas

Windle, Paul, Earlsheaton, nr Dewsbury, Grocer. Mar 25 at 11 at offices of Ridgway and Ridgway, Union st, Dewsbury

Wood, Thomas Solomon, Deptford, Kent, Carpenter. Mar 26 at 11 at the Dover Castle Inn, Broadway, Deptford. Lockyer, Deptford

Wood, William, Bradford, Boot Dealer. Mar 21 at 11 at offices of of Wood and Co, Commercial Bank buildings, Bradford

Woolfrey, William, Child Okeford, Dorset, Licensed Victualler. April 2 at 11.30 at the Crown Hotel, Blandford. Howard, Melcombe Regis, Dorset


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These Associations have hitherto, for the most part, addressed themselves to special classes of the community. The present Association addresses itself to all, without distinction of class.

The business of this Association will comprise all the departments of existing Associations, such as groceries, provisions, wines, haberdashery, &c.; and one of its special features will be the extension of its business to branches not yet undertaken, and with this object there will be arrangements for furnishing a house throughout with every requisite, both of British and foreign manufacture.

All goods sold by the Association will be supplied at the lowest possible prices commensurate with their quality.

Every shareholder will be entitled to all the advantages afforded at the Stores, to a share in the profits as hereinafter specified, and will have the power of nominating ticketholders, not exceeding four, each to pay 2s. 6d. annually, or 10s. for a period of five years, for the privilege of dealing at the depots of the Association, and of sharing in the profits. The Directors reserve the power to limit the number of ticketholders from time to time, according to the exigencies of the Association's business.

Every shareholder and ticketholder, to save the trouble and expense of sending money through the post, will be able to open a deposit order account at the Stores, and purchases made from time to time will be debited thereto. The balance at credit can be withdrawn in cash at any time by giving three days' notice. These accounts will not bear interest.

Money will also be received on deposit in sums of not less than £1, on which interest will be allowed at the rate of 5 per cent. per annum, on sums that have remained on deposit one calendar month. One month's notice of withdrawal to be given, except on payments for purchases at the Stores of the Association. This arrangement thus gives to shareholders and ticketholders greater advantages than are allowed by any savings-bank.

From the net profits 5 per cent. interest will be paid as a first charge on the paid-up share capital, and the balance will be divided as follows:—

One-fourth to the formation of a reserve fund.
One-half as a dividend to the shareholders.
A bonus equal to the remaining one-fourth will be paid *pro rata* to the ticketholders who shall have purchased, during the year, goods to the extent of £25 and upwards from the Association.

When the Reserve Fund shall have reached the sum of £50,000 all further addition thereto will cease; and the said one-fourth of the balance of the net profits will be applied to increasing the dividend to the shareholders and the bonus to the ticketholders.

The Board of Directors of the Association being composed of gentlemen of experience ensures that all purchases will be made most advantageously, and with some judgment; and it is intended that the assortment will be such as will embrace all the principal requirements of a family, while every possible care will be taken, in the appointment of a thoroughly efficient staff, for the proper conduct of the business, over whom a strict supervision will be exercised to ensure civility and attention.

Purchasers will receive their goods amounting to 10s. and upwards carriage free within the metropolitan postal district or at any railway terminus in London; and for the benefit of the shareholders, all purchases of £5 and upwards will be delivered free to any railway station within 100 miles; and special arrangements will be made for the carriage of goods at low rates to all parts of the United Kingdom.

It is proposed, for the convenience of shareholders and ticketholders, to establish a Refreshment Department for cold luncheons, which will be open between the hours of 10 a.m. and 5 p.m., where first-class refreshments will be obtainable at reduced prices; to which will be attached a ladies' waiting room.

It is proposed to have a postal and telegraph office within the building, together with every convenience for writing letters, and an ascending room for easier communication between the different floors.

In view of the great difficulty at present experienced by ladies in obtaining suitable domestic servants, a registry office for this special object will be established, under the management of a lady, where interviews can take place for the engagement of female servants.

It is expected that all arrangements will be completed so as to enable the Association to open their City Stores early in the present year; and at an early date a Depôt will be opened at the West-end.

Special attention is called to the following important features in this undertaking:—

There are no restrictions with regard to profession or class.

The extension of the co-operative system to house furnishing, with first-class articles at reduced prices.

The convenience of the system of deposit accounts at interest, which combine the advantages of a savings' bank and a co-operative store.

The benefits enjoyed by the ticketholders being entitled to a share in the annual net profits, thus making this Association entirely co-operative.

The free delivery of goods to both shareholders and ticketholders within the metropolitan postal district.

No promotion money will be paid, either in cash or shares, and no contracts of any kind have been entered into.

Prospectuses and forms of application for shares can be obtained at the temporary offices of the Association, 29, Ironmonger-lane, E.C., and 32, Craven-street, Strand, W.C.; or from the solicitors.

If a lesser number of shares than is applied for be allotted, the deposit will be applied towards the payment on allotment, and the balance, if any, returned.

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